



**Registration of a Charge**

Company name: **CEONA SHIP 1 LIMITED**

Company number: **08447952**



X47UI6WW

Received for Electronic Filing: **21/05/2015**

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**Details of Charge**

Date of creation: **18/05/2015**

Charge code: **0844 7952 0014**

Persons entitled: **ABN AMRO BANK N.V.**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WATSON FARLEY & WILLIAMS LLP**



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

Company number: 8447952

Charge code: 0844 7952 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2015 and created by CEONA SHIP 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2015 .

Given at Companies House, Cardiff on 22nd May 2015

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Dated 18 May 2015**

**CEONA SHIP 1 LIMITED**  
as Owner

and

**CEONA CHARTERING (UK) LIMITED**  
as Intra-Group Charterer

and

**ABN AMRO BANK N.V.**  
as Security Agent

**CHARTER ASSIGNMENT**  
relating to "CEONA AMAZON"

**WATSON FARLEY  
&  
WILLIAMS**

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THIS DEED is made on 18 May 2015

## PARTIES

- (1) **CEONA SHIP 1 LIMITED**, a company incorporated in England and Wales with company number 08447952 whose registered office is at 3 Shortlands, London W6 8DA, England (the "Owner");
- (2) **CEONA CHARTERING (UK) LIMITED**, a company incorporated in England with its registered office at 3 Shortlands, London W6 8DA, England (the "Intra-Group Charterer"); and
- (3) **ABN AMRO BANK N.V.**, acting through its office at Agency Syndicated Loans (PAC HQ8042), Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands (the "Security Agent" which expression includes its successors and assigns).

## BACKGROUND

- (A) By a term loans and performance bonds facility agreement dated 14 January 2014 and made between, *inter alios*, (i) the Owner and Ceona Equipment Limited as borrowers (the "Borrowers") and hedge guarantors, (ii) Ceona Holding Ltd. as the parent guarantor, (iii) the financial institutions listed therein as lenders (the "Lenders"), (iv) ABN Amro Bank N.V. as facility agent (the "Facility Agent") and (v) the Security Agent, it was agreed that the Lenders would make available to the Borrowers term loans and performance bonds facilities of up to USD 289,754,742 (as amended and restated by an amending and restating agreement dated 10 March 2014 and made between the same parties and as may be further amended from time to time) (the "Facility Agreement").
- (B) It is one of the conditions precedent to certain of the utilisations of the facilities under the Facility Agreement that the Owner and the Intra-Group Charterer enter into this Deed as security for the Secured Liabilities.
- (C) This Deed supplements the Facility Agreement and is a Charter Assignment as referred to in the Facility Agreement.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed:

"Bareboat Charter" means the bareboat charter dated 15 May 2015 and made between the Owner and the Intra-Group Charterer in respect of the Vessel.

"Bareboat Charter Hire" means all rights and interests relating to hire or any other amount of any kind payable to the Owner under the terms of the Bareboat Charter.

"Bareboat Charter Period" means that part of the Security Period which falls within the period ending on the date on which the Bareboat Charter expires by effluxion of time or (if earlier) on the date on which the Bareboat Charter is otherwise terminated or frustrated or the Vessel is withdrawn from hire under the Bareboat Charter (but in the case of such a termination or withdrawal, only such as may be effected within the terms of this Deed) and references in this Deed to the "Bareboat Charter Period" shall, in relation to the payment of monies, be construed so as to include monies which have become due and payable irrespective of whether or not such monies shall have been paid.

**"Bareboat Charter Rights"** means all rights and interests of every kind which the Owner now or at any later time has to, in or in connection with the Bareboat Charter or in relation to any matter arising out of or in connection with the Bareboat Charter, including, but without in any way limiting the generality of the preceding words:

- (a) the Bareboat Charter Hire;
- (b) all rights to have the Intra-Group Charterer take the Vessel on charter pursuant to the Bareboat Charter or to withdraw the Vessel from the Intra-Group Charterer;
- (c) all rights to commence, conduct, defend, compromise or abandon any legal or arbitration proceedings relating to the Bareboat Charter or to any matter arising out of or in connection with the Bareboat Charter; and
- (d) all rights to damages, interest, costs or other sums payable under any judgment or order of any court, or any arbitration award, relating to the Bareboat Charter or to any matter arising out of or in connection with the Bareboat Charter.

**"Charter"** means:

- (a) in respect of the Owner, the Bareboat Charter; and
- (b) in respect of the Intra-Group Charterer, the Time Charter.

**"Earnings"** means all monies whatsoever which are now, or later become, payable (actually or contingently) to the Intra-Group Charterer and which arise out of the use or operation of the Vessel, including (but not limited to):

- (a) the following, save to the extent that any of them is, with the prior written consent of the Facility Agent, pooled or shared with any other person,
  - (i) all freight, hire and passage monies;
  - (ii) compensation payable to the Intra-Group Charterer or the Security Agent in the event of requisition of the Vessel for hire;
  - (iii) remuneration for salvage and towage services;
  - (iv) demurrage and detention monies;
  - (v) damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Vessel;
  - (vi) all monies which are at any time payable under any Insurances in respect of loss of hire;
  - (vii) all monies which are at any time payable to the Intra-Group Charterer in respect of general average contribution; and
- (b) if and whenever the Vessel is employed on terms whereby any monies falling within paragraphs (a)(i) to (vii) are pooled or shared with any other persons, that proportion of the net receipts of the relevant pooling or sharing arrangements which is attributable to the Vessel.

**"Facility Agreement"** means the loan agreement referred to in Recital (A).

**"Guarantee"** means the guarantee dated 10 March 2014 and made between the Intra-Group Charterer and the Security Agent.

**"Insurances"** means:

- (a) all policies and contracts of insurance, including entries of the Vessel in any protection and indemnity or war risks association, effected by the Intra-Group Charterer in respect of the Vessel, the Earnings or otherwise in relation to the Vessel; and
- (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium.

**"Intra-Group Charterer's Secured Assets"** means all rights and interests of every kind which the Intra-Group Charterer now or at any later time has to, in or in connection with:

- (a) the Earnings;
- (b) the Time Charter Hire;
- (c) the Time Charter Rights;
- (d) the Insurances; and
- (e) any Requisition Compensation payable to the Intra-Group Charterer.

**"Owner's Secured Assets"** means all rights and interests of every kind which the Owner now or at any later time has to, in or in connection with the Bareboat Charter Rights.

**"Party"** means a party to this Deed.

**"Project Company"** means the counterparty to the Time Charter, being Ceona Contracting (UK) Limited.

**"Receiver"** means a receiver or receiver and manager appointed under Clause 8.3 (*Right to appoint Receiver*).

**"Requisition"** means, in relation to the Vessel:

- (a) any expropriation, confiscation, requisition or acquisition of the Vessel, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government or official authority (excluding a requisition for hire for a fixed period not exceeding one year without any right to an extension) unless it is within 30 days redelivered to the full control of the Owner; and
- (b) any arrest, capture, seizure or detention of the Vessel (including any hijacking or theft) unless it is within 30 days redelivered to the full control of the Owner.

**"Requisition Compensation"** includes all compensation or other monies payable by reason of any Requisition.

**"Secured Assets"** means, together, the Owner's Secured Assets and the Intra-Group Charterer's Secured Assets.

**"Secured Liabilities"** means all present and future obligations and liabilities, (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under or in connection with each Finance Document.

**"Security Period"** means the period starting on the date of the Facility Agreement and ending on the date on which the Facility Agent is satisfied that there is no outstanding Commitment in force and that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

**"Time Charter"** means the time charter dated *15 May* 2015 in relation to the Vessel and made between the Intra-Group Charterer and the Project Company as supplemented by, and together with, the Time Charter Call-Off Agreement.

**"Time Charter Call-Off Agreement"** means the agreement dated *15 May* 2015 in relation to the Vessel and made between the Intra-Group Charterer and the Project Company.

**"Time Charter Hire"** means all rights and interests relating to hire or any other amount of any kind payable to the Intra-Group Charterer under the terms of the Time Charter.

**"Time Charter Rights"** means all rights and interests of every kind which the Intra-Group Charterer now or at any later time has to, in or in connection with the Time Charter or in relation to any matter arising out of or in connection with the Time Charter, including, but without in any way limiting the generality of the preceding words:

- (a) the Time Charter Hire;
- (b) all rights to have the Project Company take the Vessel on charter pursuant to the Time Charter or to withdraw the Vessel from the Project Company;
- (c) all rights to commence, conduct, defend, compromise or abandon any legal or arbitration proceedings relating to the Time Charter or to any matter arising out of or in connection with the Time Charter; and
- (d) all rights to damages, interest, costs or other sums payable under any judgment or order of any court, or any arbitration award, relating to the Time Charter or to any matter arising out of or in connection with the Time Charter.

**"Vessel"** means the Vessel "CEONA AMAZON" documented in the name of the Owner under the laws and flag of Gibraltar under IMO Number 9698094 and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired.

## **1.2 Defined expressions**

Defined expressions in the Facility Agreement shall have the same meanings when used in this Deed unless the context otherwise requires or unless otherwise defined in this Deed.

## **1.3 References to Majority Lenders**

References in this Deed to an approval, consent or requirement of the Majority Lenders include references to an approval, consent or requirement of:

- (a) the Facility Agent or the Security Agent acting with the authority of the Majority Lenders; or
- (b) the Security Agent acting with the authority of the Facility Agent acting, in turn, with the authority of the Majority Lenders.

#### **1.4 Application of construction and interpretation provisions of Facility Agreement**

Clause 1.2 (*construction*) of the Facility Agreement applies to this Deed as if it were expressly incorporated in it with any necessary modifications.

#### **1.5 Inconsistency between Facility Agreement provisions and this Deed**

This Deed shall be read together with the Facility Agreement, but in case of any conflict between the Facility Agreement and this Deed, unless expressly provided to the contrary in this Deed, the provisions of the Facility Agreement shall prevail.

#### **1.6 Inconsistency between Bareboat Charter provisions and this Deed**

In case of any conflict between the Bareboat Charter and this Deed, the provisions of this Deed shall prevail.

#### **1.7 Continuing effect after discharge of Mortgage**

Subject to the release of the Secured Assets pursuant to Clause 3.9 (*Release of Security*), notwithstanding that this Deed is supplemental to the Facility Agreement and the Mortgage, it shall continue in full force and effect after any discharge of the Mortgage.

#### **1.8 Third party rights**

Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

### **2 COVENANT TO PAY AND COVENANT TO PERFORM**

#### **2.1 Covenant to pay**

The Owner and the Intra-Group Charterer shall duly and punctually pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents.

#### **2.2 Covenant to perform**

Each of the Owner and the Intra-Group Charterer covenants with the Security Agent to observe and perform all its obligations under the Finance Documents, other than those referred to in Clause 2.1 (*Covenant to pay*), to the Security Agent and the other Secured Parties or any of them under the Finance Documents.

### **3 ASSIGNMENT**

#### **3.1 General**

The Security created by this Deed is a continuing security for the due and punctual payment and discharge by the Owner and the Intra-Group Charterer of the Secured Liabilities under Clause 2.1 (*Covenant to pay*) and the observation and performance by each of the Owner and the Intra-Group Charterer of all its obligations under Clause 2.2 (*Covenant to perform*).

#### **3.2 Owner's Assignment**

- (a) The Owner, with full title guarantee, assigns to the Security Agent absolutely (subject to a proviso for re-assignment on redemption) all rights and interests which now or at any later time it has to, in or in connection with, the Owner's Secured Assets.

- (b) The Security created in respect of any of the items of the Owner's Secured Assets by this Clause 3.2 (*Owner's Assignment*) is a separate and independent Security, and if any of them is a floating charge that shall not result in any of the others being a floating charge.

### **3.3 Intra-Group Charterer's Assignment**

- (a) The Intra-Group Charterer, with full title guarantee, assigns to the Security Agent absolutely (subject to a proviso for re-assignment on redemption) all rights and interests which now or at any later time it has to, in or in connection with, the Intra-Group Charterer's Secured Assets.
- (b) The Security created in respect of any of the items of the Intra-Group Charterer's Secured Assets by this Clause 3.3 (*Intra-group Charterer's Assignment*) is a separate and independent Security, and if any of them is a floating charge that shall not result in any of the others being a floating charge.

### **3.4 Continuing and additional security**

- (a) This Deed shall remain in force until the end of the Security Period as a continuing security and, in particular:
  - (i) the Security created by Clause 3 (*Assignment*) will extend to the ultimate balance of all sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part;
  - (ii) the Security created by Clause 3 (*Assignment*), and the rights of the Security Agent under this Deed, are only capable of being extinguished, limited or otherwise adversely affected by an express and specific term in a document signed by or on behalf of the Security Agent;
  - (iii) no failure or delay by or on behalf of the Security Agent to enforce or exercise a Security created by Clause 3 (*Assignment*) or a right of the Security Agent under this Deed, and no act, course of conduct, acquiescence or failure to act (or to prevent the Owner or the Intra-Group Charterer from taking certain action) which is inconsistent with such a Security or such a right or with such a Security being a fixed security shall preclude or estop the Security Agent (either permanently or temporarily) from enforcing or exercising it or result in a Security expressed to be a fixed security taking effect as a floating security.
- (b) This Deed is in addition to and is not in any way prejudiced by, and shall not prejudice any other guarantee or Security or any other right of recourse now or subsequently held by any Secured Party or any right of set-off or netting or rights to combine accounts in connection with the Finance Documents.

### **3.5 Waiver of defences**

The obligations of each of the Owner and the Intra-Group Charterer under this Deed and the Security created by this Deed will not be affected or discharged by an act, omission, matter or thing which, but for this Clause 3.5 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed or the Security created or intended to be created by this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or delay in perfecting, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### **3.6 Deferral of rights**

- (a) All rights which the Intra-Group Charterer at any time has (whether in respect of this Deed or any other transaction) against the Borrowers or any other Obligor or their respective assets shall be fully subordinated to the rights of the Secured Parties under the Finance Documents and until the end of the Security Period and unless the Facility Agent otherwise directs or consents (such consent not to be unreasonably withheld or delayed), the Intra-Group Charterer will not exercise any rights which it may have (whether in respect of any Finance Document to which it is a party or any other transaction) by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
  - (i) to be indemnified by an Obligor;
  - (ii) to claim any contribution from any third party providing security for, or any guarantor of, any Obligor's obligations under the Finance Documents;
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
  - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Obligor has given a guarantee, undertaking or indemnity under or in connection with this Deed;
  - (v) to exercise any right of set-off against any Obligor; and/or
  - (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party.
- (b) If the Intra-Group Charterer receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 38 (*payment mechanics*) of the Facility Agreement.

### **3.7 No obligations imposed on Security Agent**

The Owner and the Intra-Group Charterer shall each remain liable to perform all obligations connected with the Secured Assets and the Security Agent shall not, in any circumstances, have or incur any obligation of any kind in connection with any item of the Secured Assets.

### **3.8 Notice of Assignment**

- (a) Immediately after the execution of this Deed, the Intra-Group Charterer shall give to the Project Company notice of the assignment of the Time Charter Rights contained in Clause 3 (*Assignment*) in the form set out in Schedule 1 (*Notice of Assignment of Time Charter*) and shall obtain from the Project Company and provide to the Security Agent a signed acknowledgement in the form set out in that Schedule 1 (*Notice of Assignment of Time Charter*).
- (b) Additionally the Owner and the Intra-Group Charterer shall, upon the written request of the Security Agent from time to time, give written notice of any assignment contained in Clause 3 (*Assignment*) to any other person from whom any part of the Secured Assets is or may be due.
- (c) A notice given pursuant to paragraph (b) above in respect of the Insurances shall be in the form set out in Schedule 2 (*Notice of Assignment*) with a loss payable clause to be endorsed on each policy in the form set out in Schedule 3 (*Loss Payable clause*) or in such other form as the Security Agent shall require.
- (d) Any other notice given pursuant to paragraph (b) above shall be in such form as the Security Agent shall require.

### **3.9 Release of Security**

At the end of the Security Period, the Security Agent shall immediately at the cost of the Owner and the Intra-Group Charterer, re-assign (without any warranty, representation, covenant or other recourse) to the Owner and the Intra-Group Charterer, as applicable, such rights as the Security Agent then has to, or in connection with, the Secured Assets. The Security Agent shall, at the cost of the Owner, execute all such notices, directions and agreements and do all such things as the Owner may reasonably request in order to give effect to such discharge and re-assignment.

## **4 EARNINGS, INSURANCES AND REQUISITION COMPENSATION**

### **4.1 Receipt of Bareboat Charter Hire**

The Bareboat Charter Hire shall be paid to the Revenue Account of the Owner for application in accordance with clauses 30.1 (*payment of earnings*) and 30.2 (*application of earnings*) of the Facility Agreement until the Security Agent directs to the contrary, whereupon:

- (a) the Owner shall forthwith, and the Security Agent may at any time thereafter, instruct all persons from whom the Bareboat Charter Hire are due to pay them to the Security Agent or as it may direct; and
- (b) any sum in respect of the Bareboat Charter Hire then held by the Owner's brokers, bankers or other agents or representatives shall be deemed to have been received by and to be held by them on trust for the Security Agent.

#### **4.2 Receipt of Earnings and Time Charter Hire**

The Earnings and the Time Charter Hire shall be paid to the Intra-Group Charterer for application in accordance with clause 30 (*Accounts*) of the Facility Agreement until the Security Agent directs to the contrary.

#### **4.3 Receipt of Insurances before an Event of Default.**

Before an Event of Default occurs which is continuing, sums recoverable in respect of the Insurances shall be payable as follows:

- (a) any sum recoverable in respect of a Total Loss under the Insurances against fire and usual marine risks and war risks shall be paid to the Security Agent; and
- (b) any sum recoverable in respect of a Major Casualty under the Insurances against fire and usual marine risks and war risks shall be paid to the Security Agent but so that:
  - (i) at all times during the Bareboat Charter Period, the sum received by the Security Agent shall be paid over to the Intra-Group Charterer upon the Intra-Group Charterer providing evidence satisfactory to the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired and that all repair accounts and other liabilities connected with the casualty have been paid by the Intra-Group Charterer; and
  - (ii) after the Bareboat Charter Period, the sum received by the Security Agent shall be paid over to the Owner upon the Owner providing evidence satisfactory to the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired and that all repair accounts and other liabilities connected with the casualty have been paid by the Owner; and
  - (iii) the insurers with whom the fire and usual marine risks and war risks insurances are effected may in the case of any Major Casualty, and with the prior written consent of the Security Agent, make payment on account of the repairs which are being carried out; and
- (c) any other sum recoverable under the Insurances against fire and usual marine risks and war risks shall be paid to the Intra-Group Charterer at all times during the Bareboat Charter Period and to the Owner thereafter and the Intra-Group Charterer or the Owner (as the case may be) shall apply it in making good the loss and fully repairing all damage in respect of which that insurance money was received; and
- (d) any sum recoverable under the Insurances against protection and indemnity risks shall be paid direct to the person to whom was incurred the liability to which such sum relates (or to the Owner or the Intra-Group Charterer (as the case may be) in reimbursement to it of monies expended to discharge that liability).

#### **4.4 Receipt of Insurances after an Event of Default.**

On or after the occurrence of an Event of Default which is continuing, sums recoverable in respect of the Insurances shall be payable to the Security Agent.

#### **4.5 Receipt of Requisition Compensation.**

Any Requisition Compensation shall at all times be payable to the Security Agent.

## **5 REPRESENTATIONS**

### **5.1 General**

The Intra-Group Charterer makes the representations and warranties set out in this Clause 5 (*Representations*) on the date of this Deed.

### **5.2 Representations in Guarantee**

The representations in clause 8 (*representations*) of the Guarantee remain true and not misleading if repeated on the date of this Deed with reference to the circumstances now existing.

### **5.3 No restrictions on right to assign**

It has the right, without requiring the concurrence, consent or authority of any other person, to create, in respect of all its Secured Assets, the Security which Clause 3 purports to create.

### **5.4 Validity and completeness of the Bareboat Charter**

- (a) The copy of the Bareboat Charter delivered to the Security Agent in connection with this Deed is a true and complete copy, and there does not exist any addendum, supplemental agreement or other document of any kind which has the effect of varying the terms of the Bareboat Charter or of excluding, restricting or qualifying any right or interest which the Bareboat Charter creates in favour of the Owner.
- (b) The Bareboat Charter is in full force and (to the best of its knowledge after due and careful enquiry) is binding on and enforceable against each of the parties to it, and (to the best of its knowledge after due and careful enquiry) no event has occurred or matter arisen as a result of which any party to the Bareboat Charter, may be or may later become entitled to rescind or terminate the Bareboat Charter or to refuse or suspend performance of its obligations thereunder, or to raise any set-off or other defence in respect of such obligations.
- (c) Without limiting the generality of paragraph (b), the Intra-Group Charterer is in compliance with its obligations under the Bareboat Charter.

### **5.5 Validity and completeness of the Time Charter**

- (a) The copy of the Time Charter delivered to the Security Agent in connection with this Deed is a true and complete copy, and there does not exist any addendum, supplemental agreement or other document of any kind which has the effect of varying the terms of the Time Charter or of excluding, restricting or qualifying any right or interest which the Time Charter creates in favour of the Intra-Group Charterer.
- (b) The Time Charter is in full force (for the avoidance of doubt, this includes that the Vessel has been delivered to, and accepted by, the Project Company and complies with all requirements of and relating to the Time Charter) and (to the best of its knowledge after due and careful enquiry) is binding on and enforceable against each of the parties to it, and (to the best of its knowledge after due and careful enquiry) no event has occurred or matter arisen as a result of which any party to the Time Charter, may be or may later become entitled to rescind or terminate the Time Charter or to refuse or suspend performance of its obligations thereunder, or to raise any set-off or other defence in respect of such obligations.
- (c) Without limiting the generality of paragraph (b), the Project Company is in compliance with its obligations under the Time Charter.

## **6 UNDERTAKINGS**

### **6.1 General**

The undertakings in this Clause 6 (*Undertakings*) remain in force throughout the Security Period except as the Security Agent, acting with the authorisation of the Majority Lenders, may otherwise permit.

### **6.2 Negative pledge**

The Intra-Group Charterer shall not create or permit to subsist any Security over the Secured Assets save as may be permitted under the Finance Documents.

### **6.3 Disposals**

The Intra-Group Charterer shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Secured Assets (including the Earnings or the Insurances) save as may be permitted under the Finance Documents.

### **6.4 Insurance and Vessel undertakings**

The Owner and the Intra-Group Charterer shall each comply with the provisions of clause 26 (*insurance undertakings*) and clause 28 (*general ownership undertakings*) of the Facility Agreement.

### **6.5 Action to protect validity of the Charter**

The Intra-Group Charterer shall:

- (a) use its best endeavours to ensure that all interests and rights conferred by the Charter remain valid and enforceable in all respects and retain the priority which they were intended to have; and
- (b) without prejudice to its obligations under paragraph (a) above, take any action which the Security Agent may specify with a view to ensuring or protecting the validity, enforceability and/or priority of any such interest or right.

### **6.6 Action to enforce the Secured Assets**

After the occurrence of an Event of Default which is continuing, the Owner and the Intra-Group Charterer shall:

- (a) take any action which the Security Agent may direct for the purpose of enforcing (through legal process, arbitration or otherwise) any right which is part of, or which relates to, the Secured Assets; and
- (b) in the absence of any such direction, not take any such action.

### **6.7 Termination of, and proceedings relating to, the Charter**

Without limiting its generality, Clause 6.6 (*Action to enforce the Secured Assets*) applies to:

- (a) the termination of the Charter or the withdrawal of the Vessel from the Intra-Group Charterer and/or the Project Company, as the case may be; and

- (b) the commencement of, or any other action relating to, any legal proceedings or arbitration relating to any Secured Asset or to any matter arising out of or in connection with any Secured Asset.

#### **6.8 Provision of information relating to the Charter**

- (a) The Intra-Group Charterer shall forthwith:
  - (i) inform the Security Agent if any breach of the Charter occurs or if any other event or matter which may materially and adversely affect the Charter occurs;
  - (ii) provide the Security Agent, promptly after receipt thereof, with copies of all notices served on or by it under or in connection with the Charter; and
  - (iii) provide the Security Agent with any information which it requests about any Secured Asset or any matter relating to or affecting any Secured Asset.
- (b) The Parties agree that the Intra-Group Charterer's obligation to provide the information referred to in paragraph (a) above shall be satisfied if such information is provided to the Security Agent by any other Obligor.

#### **6.9 Provision of copy of the Charter**

The Owner and the Intra-Group Charterer shall promptly following the Security Agent's request provide the Security Agent with a copy of the Charter.

#### **6.10 No action to jeopardise security.**

The Intra-Group Charterer shall not do or fail to do or cause or permit another person to do or omit to do anything which is liable to jeopardise the effectiveness or priority, in relation to any Secured Asset, of any Security created by this Deed.

### **7 PROTECTION OF SECURITY**

#### **7.1 Security Agent's right to protect or maintain security**

The Security Agent may, but shall not be obliged to take any action which it may think fit for the purpose of protecting or maintaining the Security created or intended to be created by this Deed or for any similar or related purpose.

#### **7.2 Security Agent's right to insure, repair etc**

Without limiting the generality of Clause 7.1 (*Security Agent's right to protect or maintain security*), if Owner or the Intra-Group Charterer does not comply with Clause 6 (*Undertakings*), the Security Agent may:

- (a) effect, replace and renew any Insurances;
  - (b) arrange for the carrying out of such surveys and/or repairs of the Vessel as it deems expedient or necessary; and
- discharge any liabilities charged on the Vessel, or otherwise relating to or affecting it, and/or take any measures which the Security Agent may think expedient or necessary for the purpose of preventing its arrest and securing its release.

## **8 ENFORCEABILITY AND SECURITY AGENT'S POWERS**

### **8.1 Right to enforce security**

If an Event of Default occurs which is continuing and irrespective of whether a notice has been served under clause 31.19 (*acceleration*) of the Facility Agreement and without the necessity for the Security Agent to serve any notice or take any other action or for any court order in any jurisdiction to the effect that an Event of Default has occurred and is continuing or that the Security constituted by this Deed has become enforceable:

- (a) the Security constituted by this Deed shall immediately become enforceable; and
- (b) the Security Agent shall (subject only to any of the express restrictions or conditions contained in any of the following provisions of this Clause 8 (*Enforceability and Security Agent's Powers*)) be entitled then or at any later time or times to exercise the powers set out in Clause 8.2 (*Right to take possession, sell etc*) and Clause 8.3 (*Right to appoint Receiver*) and in any other Finance Document.

### **8.2 Right to take possession, sell etc**

If the Security constituted by this Deed has become enforceable, the Security Agent shall be entitled then or at any later time or times:

- (a) to exercise the powers possessed by it as assignee of any item of the Secured Assets conferred by English law (being the governing law of this Deed) and the law of any country or territory in which the Secured Assets are physically present or deemed to be sited, the courts of which have or claim any jurisdiction in respect of the Owner, the Intra-Group Charterer, the Vessel or any item of Secured Assets;
- (b) to exercise any right forming part of the Secured Assets, including any right to terminate the Bareboat Charter or Time Charter or withdraw the Vessel from the Intra-Group Charterer or Project Company;
- (c) to terminate:
  - (i) the Bareboat Charter by notice to the Owner and the Intra-Group Charterer which notice shall operate to terminate the Bareboat Charter forthwith if the Vessel is then in port free of cargo or otherwise upon completion of the voyage (including discharge of cargo if any) on which the Vessel was engaged at the time during which the notice to terminate was given;
  - (ii) the Time Charter by notice to the Intra-Group Charterer and the Project Company which notice shall operate to terminate the Time Charter forthwith if the Vessel is then in port free of cargo or otherwise upon completion of the voyage (including discharge of cargo if any) on which the Vessel was engaged at the time during which the notice to terminate was given;
- (d) to require that all policies and other documents relating to the Insurances (including details of and correspondence concerning outstanding claims) be forthwith delivered to or to the order of the Security Agent;
- (e) to collect, recover and give good discharge for any monies or claims forming part of, or arising in relation to, any item of the Secured Assets and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage for the same;
- (f) to enter into all kinds of transactions for the purpose of hedging risks which have arisen, or which the Security Agent considers may arise, in respect of any item of the Secured Assets and of movements in exchange rates, interest rates or other risks of any kind;

- (g) to take over or commence or defend (if necessary using the name of the Owner or the Intra-Group Charterer) any claims or proceedings relating to, or affecting, any of the Secured Assets which the Security Agent may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (h) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to any of the Secured Assets which the Security Agent may think fit.

### **8.3 Right to appoint Receiver**

If the Security constituted by this Deed has become enforceable, the Security Agent may appoint a receiver and/or manager (or joint receivers and/or managers) of any and all items of the Secured Assets, and the provisions of Clause 9 (*Receiver*) shall apply.

### **8.4 Administrator**

The Security Agent shall have full power to appoint an administrator of the Owner and the Intra-Group Charterer or, at the option of the Security Agent, to apply to court for an administration order in respect of the Owner and the Intra-Group Charterer when, or at any time after, the Security created by this Deed has become enforceable.

### **8.5 Law of Property Act 1925 not applicable**

The Owner and the Intra-Group Charterer each:

- (a) waives the entitlement conferred by section 93 of the Law of Property Act 1925; and
- (b) agrees that section 103 of that Act shall not apply to the Security created by this Deed.

### **8.6 No liability of Security Agent or Receiver**

- (a) None of the Security Agent, any Receiver or any Delegate shall be obliged to:
  - (i) check the nature or sufficiency of any payment received by it or him under this Deed; or
  - (ii) preserve, exercise or enforce any right forming part of, or relating to, any item of the Secured Assets.
- (b) In addition to, and without limiting, any exclusion or limitation of liability of any Secured Party under any Finance Document, none of the Security Agent, any Receiver or any Delegate shall have any liability to any Obligor:
  - (i) for any loss caused by an exercise of, or failure to exercise, rights under or enforcement of, or failure to enforce any Security created by this Deed;
  - (ii) as mortgagee in possession or otherwise, to account for any income or principal amount which might have been produced or realised from any asset forming part of or subject to any Security created by this Deed; or
  - (iii) as mortgagee in possession or otherwise, for any reduction in the value of any asset forming part of or subject to any Security created by this Deed.

### **8.7 No requirement to commence proceedings**

Neither the Security Agent nor any other Secured Party will need to commence any proceedings under, or enforce any Security created by, the Facility Agreement or any other

Finance Document before commencing proceedings under, or enforcing any Security created by, this Deed.

#### **8.8 Suspense account**

The Security Agent may, for the purpose of claiming or proving in a bankruptcy of the Owner, the Intra-Group Charterer or any other Obligor, place any sum received or recovered under or by virtue of this Deed or any Security connected with it on a separate suspense or other nominal account without applying it in satisfaction of the Owner's or the Intra-Group Charterer's obligations under the Facility Agreement.

#### **8.9 Effect of termination of Bareboat Charter**

Upon any termination of the Bareboat Charter pursuant to paragraph (c) of Clause 8.2 (*Right to take possession, exercise rights etc.*):

- (a) all obligations whatsoever of the Owner under the Bareboat Charter shall be absolutely discharged and extinguished;
- (b) if the Intra-Group Charterer shall, at any time prior to such termination, have been in repudiatory breach of the terms of the Bareboat Charter, such termination by the Security Agent shall, as between the Owner and the Intra-Group Charterer, operate as an acceptance by the Owner of the Intra-Group Charterer's repudiation of the Bareboat Charter and the Owner's right to recover damages in respect of such repudiation (as such right has been assigned to the Security Agent by this Deed) shall be fully preserved; and
- (c) the Intra-Group Charterer shall cease to be in possession of the Vessel with the consent of the Owner (or with the consent of the Security Agent as the Owner's assignee) and shall forthwith vacate possession of the Vessel in an orderly fashion, provided that such vacating of possession of the Vessel by the Intra-Group Charterer shall not of itself constitute the Security Agent a mortgagee-in-possession of the Vessel.

### **9 RECEIVER**

#### **9.1 Appointment of Receiver**

- (a) An appointment of a Receiver shall be by deed or, at the Security Agent's option, by a document signed by any of its officers.
- (b) An appointment in respect of some only of the Secured Assets may later be extended to all or any part of the remaining Secured Assets.

#### **9.2 Relationship with Security Agent**

- (a) The Security Agent may exercise any of the powers conferred by this Deed while a Receiver is in office and is acting.
- (b) To the fullest extent permitted by law, a Receiver shall (in respect of the Secured Assets but not otherwise) be the Owner's or, as the case may be, the Intra-Group Charterer's agent, and the Owner or, as the case may be, the Intra-Group Charterer shall be responsible, to the exclusion of any liability on the part of the Security Agent and the other Secured Parties, for his remuneration and for his contracts, acts and defaults.

#### **9.3 Powers of Receiver**

- (a) A Receiver shall have all the powers conferred by Clause 8.2 (*Right to take possession, sell etc*) as if references to the Security Agent in Clause 8.2 (*Right to take possession, sell etc*)

were references to the Receiver, and all the powers conferred on a Receiver by the Law of Property Act 1925.

- (b) In the case of joint Receivers, any of the powers (including the discretions) conferred by this Deed or by the general law (including the Insolvency Act 1986) may be exercised by any one or more of them, unless their appointment specifically states the contrary.

#### **9.4 Receiver as Owner's and Intra-Group Charterer's attorney**

The Owner and the Intra-Group Charterer each irrevocably and by way of security appoints every Receiver its attorney on its behalf and in its name or otherwise to execute or sign any document and do any act or thing which that Receiver considers necessary or desirable with a view to or in connection with any exercise or proposed exercise of any of his powers.

#### **9.5 Delegation**

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by any of the Finance Documents.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and provided that neither the Security Agent, any Receiver nor any Delegate acts with gross negligence or wilful misconduct when delegating their rights, powers and discretions in accordance with this 9.5 (*Delegation*), it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such Delegate or sub Delegate.

#### **9.6 Removal and replacement**

- (a) The Security Agent may remove a Receiver, with or without appointing another Receiver; such a removal may be effected by a document signed by any of the Security Agent's officers.
- (b) The Security Agent may appoint a Receiver to replace a Receiver who has resigned or for any other reason ceased to hold office.

#### **9.7 Remuneration and expenses**

- (a) The remuneration of a Receiver shall be fixed by the Security Agent.
- (b) A Receiver shall be entitled to retain out of any money received by him such amounts in respect of his expenses (or to cover estimated future expenses) as he may from time to time agree with the Security Agent.

### **10 APPLICATION OF MONIES**

#### **10.1 General**

All sums received by the Security Agent or by a Receiver:

- (a) in respect of the Earnings, the Bareboat Charter Hire or the Time Charter Hire following an Event of Default which is continuing;
- (b) under the Insurances (except any sum received by the Security Agent in respect of a Major Casualty which has been paid over to the Owner or the Intra-Group Charterer under Clause 4.3 (*Receipt of Insurances before an Event of Default*));

- (c) in respect of Requisition Compensation; and
- (d) in respect of any transaction or arrangement under Clause 8.1 (*Right to enforce security*), Clause 8.2 (*Right to take possession, sell etc*), Clause 8.3 (*Right to appoint Receiver*) or Clause 9 (*Receiver*),

shall be held by the Security Agent or the Receiver upon trust:

- (i) first to pay or discharge any expenses or liabilities (including any interest) which have been paid or incurred by the Security Agent or any Receiver in or in connection with the exercise of their respective powers; and
- (ii) second to pay the balance over to the Facility Agent for application in accordance with clause 38.5 (*application of receipts; partial payments*) of the Facility Agreement.

## **11 POWER OF ATTORNEY**

### **11.1 Appointment**

The Owner and the Intra-Group Charterer each, by way of security for the performance of its obligations under this Deed, irrevocably appoints (with full power of substitution) the Security Agent as its attorney-in-fact:

- (a) to do all acts and execute or sign all documents which it itself can do and execute in relation to the Secured Assets including, without limitation, all acts and documents necessary to realise and dispose of the Secured Assets by such means and on such terms as the Security Agent may determine.
- (b) to do all acts and things and execute or sign all documents which it is obliged to do, execute or sign under this Deed and which it has failed so to do, execute or sign immediately upon the Security Agent's first written demand,

provided that the power of attorney constituted by paragraph (a) of this Clause 11.1 (*Appointment*) shall be exercisable only on the occurrence of an Event of Default.

### **11.2 General power of attorney**

Each power of attorney constituted by Clause 11.1 (*Appointment*) shall be a general power of attorney.

### **11.3 Ratification of actions of attorney**

The Owner and the Intra-Group Charterer each ratify and confirm and agree and will be deemed to have ratified and confirmed and agreed any act, deed or document which the Security Agent (or any Delegate or substitute) does or executes in the exercise or purported exercise of the power of attorney granted by it in Clause 11.1 (*Appointment*).

### **11.4 Conclusiveness of exercise**

The exercise of the powers of attorney constituted by 11.1 (*Appointment*) shall not put any person dealing with the Security Agent (or any Delegate or substitute) on enquiry whether, by its terms, the power of attorney concerned is exercisable and the exercise by the Security Agent (or any Delegate or substitute) of its powers shall, as between the Security Agent (or any Delegate or substitute) and any third party, be conclusive evidence of the Security Agent's right (or the right of any Delegate or substitute) to exercise the same.

### **11.5 Duration**

The powers of attorney constituted by Clause 11.1 (*Appointment*) shall be granted for the duration of the Security Period.

## **12 INCORPORATION OF SPECIFIC PROVISIONS**

### **12.1 Incorporation of specific provisions**

The following provisions of the Facility Agreement apply to this Deed as if all references to Borrowers or, as the case may be, Obligors were references to the Intra-Group Charterer and as if they were expressly incorporated in this Deed with any necessary modifications:

clause 38.6 (*no set-off by Obligors*);

clause 41 (*notices*);

clause 43 (*partial invalidity*);

clause 44 (*remedies and waivers*);

clause 46 (*irrevocable payment*);

clause 47 (*amendments and waivers*); and

clause 49 (*counterparts*).

### **12.2 Incorporation of general provisions**

Clause 12.1 (*Incorporation of specific provisions*) is without prejudice to the application to this Deed of any provision of the Facility Agreement which, by its terms, applies or relates to the Finance Documents generally or this Deed specifically.

## **13 SUPPLEMENTAL**

### **13.1 No restriction on other rights**

Nothing in this Deed shall be taken to exclude or restrict any power, right or remedy which the Security Agent or any other Secured Party may at any time have under:

- (a) any other Finance Document; or
- (b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner, the Intra-Group Charterer, the Vessel or any other item of the Secured Assets.

### **13.2 Exercise of other rights**

The Security Agent may exercise any right under this Deed before it or any other Secured Party has exercised any right referred to in paragraph (a) or (b) of Clause 13.1 (*No restriction on other rights*).

### **13.3 Settlement or discharge conditional**

Any settlement or discharge under this Deed between the Security Agent or any other Secured Party and the Owner and/or the Intra-Group Charterer shall be conditional upon no security or payment to the Security Agent or any other Secured Party by the Owner, the

Intra-Group Charterer or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

#### **14 TRANSFER BY SECURITY AGENT**

The Security Agent may:

- (a) assign any of its rights; or
- (b) transfer any of its rights and obligations

(including, in each case, any Secured Assets) under this Deed in accordance with the provisions of the Facility Agreement.

#### **15 GOVERNING LAW**

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

#### **16 ENFORCEMENT**

##### **16.1 Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Owner and the Intra-Group Charterer each accepts that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.
- (c) This Clause 16.1 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.**

## SCHEDULE 1

### NOTICE OF ASSIGNMENT OF TIME CHARTER

To: [●]

[address]

[●]

Dear Sirs

#### "CEONA AMAZON" (the "Vessel")

Ceona Chartering (UK) Limited (the "**Charterer**") of, the Charterer of the Vessel GIVES NOTICE that by a first priority assignment dated [●] made in favour of ABN AMRO Bank N.V. of Agency Syndicated Loans (PAC HQ8042), Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands (the "**Assignee**") acting as agent and trustee for and on behalf of itself and certain other banks and financial institutions, we have assigned unconditionally and absolutely all interests and rights which now or at any later time we have to all hire and any other amount payable under, in or in connection with the charter contract dated [●] and made between ourselves and yourselves in respect of "CEONA AMAZON", as from time to time varied, supplemented or replaced (the "**Charter Contract**").

We request you to issue to the Assignee a letter in the attached form.

We irrevocably undertake not to give any instructions or send any communications which would be in any way inconsistent with the terms of your letter to the Assignee; and you are irrevocably instructed to disregard any instruction or communication which you or the Assignee consider to be inconsistent with the terms of that letter.

A copy of this letter is being sent to the Assignee.

Yours faithfully

.....  
for and on behalf of  
**CEONA CHARTERING (UK) LIMITED**

## CHARTERER ACKNOWLEDGMENT OF ASSIGNMENT

To: [●]

and its successors and assigns

[●]

Dear Sirs

### "CEONA AMAZON" (the "Vessel")

We refer to a letter from Ceona Chartering (UK) Limited (the "**Charterer**") dated [●] regarding an assignment (the "**Assignment**") to you relating to the charter contract dated [●] and made between ourselves and yourselves in respect of "CEONA AMAZON", as from time to time varied, supplemented or replaced (the "**Charter Contract**"). We acknowledge this Letter.

- 1 We confirm that we have no notice of any other assignment of, or charge over, the Charter Contract or any sums payable thereunder.
- 2 We shall, as soon as reasonably practicable, notify you if at any later time such an assignment or charge is expressly notified to us in writing.
- 3 We confirm that no addendum, supplemental agreement or other document of any kind has been signed or issued by or on behalf of ourselves or the Charterer which has the effect of varying the terms of the Charter Contract or of excluding, restricting or qualifying any right or interest which the Charter Contract creates in favour of the Charterer.
- 4 We acknowledge that on enforcement of your rights as Assignee of all rights and interests of every kind of the Charterer to, in or in connection with the Charter all rights, powers, authorities, discretions and remedies (including any right, power, authority or discretion to make a determination or give an opinion) which (apart from the Charterer's assignment to you) the Charterer would now or at any later time have under or in connection with the Charter Contract is vested in you absolutely and shall be exercisable and enforceable by you.
- 5 Without in any way limiting the generality of paragraph 4 above, we confirm that on enforcement of your rights as Assignee of all rights and interests of every kind of the Charterer to, in or in connection with the Charter you shall be fully entitled in your name and/or (at your option) in the name of the Charterer to commence any proceedings or arbitration relating to the Charter Contract or any matter arising out of or in connection with the Charter Contract or to take over and conduct any such proceedings or arbitration which may have been commenced by the Charterer.
- 6 We agree that you shall not have or incur any liability to us in connection with the Charter Contract and/or any sum which may be paid to you or otherwise recovered by you under or in connection with the Charter Contract.
- 7 We agree that without your specific written consent:
  - (a) the Charter Contract cannot be varied;
  - (b) no interest which arises under or in connection with the Charter Contract and which is assigned to you can be released, waived, lost, suspended or subordinated; and
  - (c) no breach by us of the Charter Contract can be waived.

- 8 We confirm that we shall pay all hire and any other amount payable under the Charter Contract to the Charterer's earnings account, account number [●].
- 9 You shall, without limitation, be entitled on enforcement of your rights as assignee of all rights and interests of every kind of the Charterer to, in or in connection with the Charter Contract to nominate an alternative charterer under the Charter Contract who shall assume all rights and obligation of the Charterer, subject to approval of that charterer, such approval not to be unreasonably withheld or delayed.
- 10 We will forthwith give you written notice of any non-compliance by the Charterer with the Charter Contract and give you reasonable opportunity to remedy the default in accordance with the Charter Contract.
- 11 We will not bring the Charter Contract to an end if the Charterer is in liquidation or if the Charterer defaults thereunder without giving you reasonable opportunity to remedy the outstanding default (if applicable) in accordance with the Charter Contract and take over (or nominate an alternative charterer to take over) all obligations of the Charterer towards us under the Charter Contract and will not bring the Charter Contract to an end if you do (or an alternative charterer does) remedy the outstanding default (if applicable), and take over (or an alternative charterer takes over) such obligations.

For the purposes of this acknowledgment, reasonable opportunity shall mean a period of at least 60 days from the date on which we first give you notice of our intention to bring the Charter Contract to an end.

- 12 Upon receipt of a notice from you confirming that you have enforced your rights as assignee of all rights and interests of every kind of the Charterer to, in or in connection with the Charter Contract we shall pay to you or as you may from time to time direct any sums which become payable by us to the Charterer under or in connection with the Charter Contract; and we acknowledge that any payment to, or receipt issued by, the Charterer after receipt of such notice will not be a good discharge.
- 13 We further agree that, after the security of the Assignment shall have become enforceable, you may terminate the Charter Contract by notice to us and the Charterer, which shall operate to terminate the Charter Contract when the notice is given forthwith if the Vessel is in port, otherwise upon completion of the then current voyage. We agree that the effect of such termination is as follows:
- (a) all the Charterer's obligations under the Charter Contract shall terminate;
  - (b) we shall cease to be entitled to possession of the Vessel and shall redeliver the Vessel as soon as reasonably possible; and
  - (c) any claims of the Charterer against us under or in connection with the Charter Contract are preserved.

Yours faithfully

.....  
for and on behalf of  
[●]

## SCHEDULE 2

### NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the Policy or Entry in respect of the Vessel)

#### "CEONA AMAZON" (the "Vessel")

Ceona Chartering (UK) Limited (the "**Charterer**") of 3 Shortlands , London W6 8DA, England, the Charterer of the Vessel GIVES NOTICE that by a first priority assignment dated [●] made in favour of ABN AMRO Bank N.V. of Agency Syndicated Loans (PAC HQ8042), Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands (the "**Assignee**") acting as agent and trustee for and on behalf of itself and certain other banks and financial institutions, we have assigned to the Assignee all rights and interests of every kind which we have now or at any later time to, in or in connection with:

- (a) all policies and contracts of insurance, including entries of the Vessel in any protection and indemnity or war risks association, which are effected in respect of the Vessel, its earnings or otherwise in relation to it; and
- (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium.

Endorsement of this Notice of Assignment on a Policy of Insurance or Entry in respect of the Vessel shall be deemed to constitute acceptance by the underwriters or club to the terms of this Notice of Assignment.

---

[●]

**CEONA CHARTERING (UK) LIMITED**

Title:

Date:

### SCHEDULE 3

#### LOSS PAYABLE CLAUSE

##### "CEONA AMAZON" (the "Vessel")

By a first priority assignment dated [●] made by Ceona Chartering (UK) Limited (the "Intra-Group Charterer") in favour of ABN AMRO Bank N.V. of Agency Syndicated Loans (PAC HQ8042), Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands (the "Assignee") acting on behalf of itself and certain other banks and financial institutions, the Intra-Group Charterer has assigned to the Assignee all rights and interests of every kind which it has now or at any later time to, in or in connection with, amongst other things, the insurances to which this Policy or Entry relates.

Except as provided below, all sums payable under this Policy or Entry shall be paid to the Assignee.

The exceptions are that, unless and until the Assignee gives written notice to the contrary:

- (a) any sum payable in relation to a casualty to the Vessel in respect of which the claim or the aggregate of claims against all Insurers before adjustment for any relevant franchise or deductible which does not exceed USD 15,000,000 shall be paid to the Owner; and
- (b) any sum payable under Insurances against protection and indemnity risks shall be paid direct to the person to whom was incurred the liability to which such sum relates (or to the Owner or the Charterer in reimbursement to it of monies expended to discharge that liability).

EXECUTION PAGE

OWNER

Executed as a deed  
by **CEONA SHIP 1 LIMITED**  
acting by *Stephen Preston*  
in the presence of:

)  
)  
)  
)

Witness' signature:  
Witness' name:  
Witness' address:

) *Bende Salt*  
) *B. SALT*  
) *GB-RH14 OSB ROSE COTTAGE*

INTRA-GROUP CHARTERER

Executed as a deed  
by **CEONA CHARTERING (UK) LIMITED**  
acting by *Stephen Preston*  
in the presence of:

)  
)  
)  
)

Witness' signature:  
Witness' name:  
Witness' address:

) *Bende Salt*  
) *B. SALT*  
) *GB RH14 OSB ROSE COTTAGE*

SECURITY AGENT

Executed as a deed  
by **ABN AMRO BANK N.V.**  
acting by  
in the presence of:

)  
)  
)  
)

Witness' signature:  
Witness' name:  
Witness' address:

)  
)  
)

EXECUTION PAGE

OWNER

Executed as a deed )  
by **CEONA SHIP 1 LIMITED** )  
acting by )  
in the presence of: )

Witness' signature: )  
Witness' name: )  
Witness' address: )

INTRA-GROUP CHARTERER


Executed as a deed )  
by **CEONA CHARTERING (UK) LIMITED** )  
acting by )  
in the presence of: )

Witness' signature: )  
Witness' name: )  
Witness' address: )

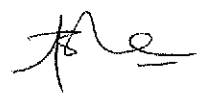
SECURITY AGENT

Executed as a deed )  
by **ABN AMRO BANK N.V.** )  
acting by )  
in the presence of: )

  
Gary Walsh  
Attorney-in-Fact

  
Emeline Yew  
Attorney in fact

Witness' signature: )  
Witness' name: )  
Witness' address: )

  
Andrea Bhamber  
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