



Companies House

MR01(ef)

Registration of a Charge

Company name: **ATLAS NAVIGATION COMPANY LIMITED**

Company number: **02984986**

Received for Electronic Filing: **06/08/2013**



Details of Charge

Date of creation: **25/07/2013**

Charge code: **0298 4986 0045**

Persons entitled: **COOPERATIEVE RABOBANK ROTTERDAM U.A.**

Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2984986

Charge code: 0298 4986 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2013 and created by ATLAS NAVIGATION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2013 .

Given at Companies House, Cardiff on 6th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

LOAN AGREEMENT

DATED 25 July 2013

for a loan
in the principal amount of

EUR 1.750.000,—

to

ATLAS NAVIGATION COMPANY LIMITED

as borrower

and

(to be) provided by

COÖPERATIEVE RABOBANK ROTTERDAM U.A.

as lender

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

Sign & Dated ..*Norton Rose Fulbright LLP*
06.08.13

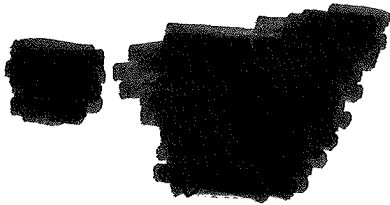


CONTENTS

Clause	Heading	Page
1.	DEFINITIONS AND INTERPRETATION	1.
2.	REPRESENTATIONS AND WARRANTIES	9.
3.	THE LOAN	11.
4.	CONDITIONS PRECEDENT	12.
5.	INTEREST PERIODS	13.
6.	INTEREST	13.
7.	DEFAULT INTEREST	13.
8.	REPAYMENT	14.
9.	VOLUNTARY PREPAYMENT	14.
10.	MANDATORY PREPAYMENT	15.
11.	FEES	15.
12.	COSTS AND EXPENSES	16.
13.	PAYMENTS AND CALCULATIONS	16.
14.	CHANGE IN CIRCUMSTANCES	17.
15.	INCREASED COST	17.
16.	MARKET DISRUPTION	18.
17.	INDEMNITIES	19.
18.	SECURITY	20.
19.	PROTECTION OF SECURITY	20.
20.	GENERAL UNDERTAKINGS	20.
21.	SPECIFIC UNDERTAKINGS	21.
22.	SECURITY VALUE MAINTENANCE	22.
23.	EVENTS OF DEFAULT	22.
24.	APPLICATION AND SET-OFF	25.
25.	PLEDGE AND CHARGE	26.
26.	MISCELLANEOUS	26.
27.	ASSIGNMENT, TRANSFER AND PARTICIPATION	27.
28.	ATTORNEY	28.
29.	WAIVER OF SOVEREIGN IMMUNITY	29.
30.	WAIVER OF RESCISSION, SUSPENSION AND NULLIFICATION	29.
31.	GOVERNING LAW	29.



32.	SUBMISSION TO JURISDICTION	30.
33.	NOTICES	30.
34.	GENERAL CONDITIONS	31.
	Schedule 1: SECURITY DOCUMENTS	32.
	Schedule 2: CONDITIONS PRECEDENT	33.
	Schedule 3: DRAWDOWN NOTICE	35.
	Signature page	37.



THIS AGREEMENT is dated 25 July 2013 and made BETWEEN:

1. **ATLAS NAVIGATION COMPANY LIMITED**, a company incorporated in and under the laws of the United Kingdom and whose registered office and principal place of business is at 20, St. Dunstan's Hill, London, EC3R 8HL, United Kingdom (hereinafter referred to as the "**Borrower**"); and
2. **COÖPERATIEVE RABOBANK ROTTERDAM U.A.**, a cooperative association established in and under the laws of The Netherlands, having its registered office at Rotterdam, The Netherlands, and its principal place of business at Blaak 333, 3011 GB Rotterdam, The Netherlands (hereinafter referred to as the "**Lender**");

WHEREAS:

- the Borrower has requested the Lender to assist it in financing the Vessel (as defined below) by making available the Loan (as defined below);
- the Lender has agreed to make the Loan available to the Borrower, subject to the terms and conditions of this Agreement;

NOW THEREFORE IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including its Schedules), unless the context otherwise requires:

"**Agreement**" means this loan agreement;

"**Approved Broker**" means an independent sale and purchase broker approved by the Lender for the purpose of valuing the Vessel at the expense of the Borrower and who shall act as expert and not as arbitrator and whose valuations shall be conclusive and binding on the Borrower and the Lender;

"**Approved Manager**" means in relation to the technical management of the Vessel FAVERSHAM SHIPS LIMITED and in relation to the commercial management of the Vessel SOETERMEER FEKKES CARGADOORSKANTOOR B.V., or such other manager as has been approved by the Lender;

"**Availability Period**" means the period from and including the date of this



Agreement to and including 31 July 2013;

"Breaking Costs" means the amount (if any) by which:

- (a) the interest which the Lender should have received for the period from the date of receipt by the Lender of the principal amount of the Loan (or part thereof) to the last day of the current Interest Period, had that principal amount as received by the Lender been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which the Lender would be able to obtain by placing an amount equal to that principal amount as received by it on deposit in the European interbank market for a period commencing on the Business Day following the date of receipt of that principal amount and ending on the last day of that current Interest Period;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Amsterdam, The Netherlands, and:

- (a) in relation to any date for payment or purchase of Euros, a Target Day; and
- (b) in relation to any date for payment or purchase of a currency other than Euros, the principal financial centre of the country of that currency;

"Conditions Precedent" means the conditions precedent listed in Schedule 2 hereto;

"Contract" means the Memorandum of Agreement dated 4 July 2013, concluded between the Seller and the Borrower with respect to the purchase of the Vessel;

"Contract Price" means the purchase price of the Vessel to be paid to the Seller under the Contract;

"Current Account" means the current account opened and maintained by the Lender in its books in the name of the Borrower under number [REDACTED] with the Borrower as account holder;

"Current Account Agreement" means the agreement dated 15/23 July 2013 between the Borrower as account holder and the Lender, regulating the relationship between the Borrower and the Lender in respect of the Current Account;

"Debt Service Account" means the blocked account opened and maintained by [REDACTED]

the Lender in its books in the name of the Borrower under number [REDACTED] with the Borrower as account holder;

"Debt Service Account Agreement" means the agreement dated 11/23 July 2013 between the Borrower and the Lender, regulating the relationship between the Borrower and the Lender in respect of the Debt Service Account;

"Debt to Value Ratio" means the ratio expressed in a percentage, obtained by dividing the Outstanding Indebtedness at any relevant time by the Market Value at such time;

"Deed of Covenant" means the deed of covenant supplemental to the Mortgage Deed, containing (inter alia) first assignments by the Borrower to and in favour of the Lender of (inter alia) all its rights, title and interest to and in the Earnings and Insurances and all benefits thereof (including claims of whatsoever nature and returns of premiums), governed by English law, executed or to be executed by the Borrower and the Lender;

"Drawdown Date" means the date on which the Loan is drawn down and actually made available to the Borrower;

"Drawdown Notice" means the notice in the form of Schedule 3 hereto;

"Earnings" means all moneys whatsoever from time to time arising out of the use or operation of the Vessel and due or payable to the Borrower, including (without limitation):

- (a) except to the extent that they fall within paragraph (b) below:
 - (i) all freights, hire and passage moneys;
 - (ii) compensation payable to the Borrower in the event of requisition of that Vessel for hire;
 - (iii) remuneration for salvage and towage services;
 - (iv) demurrage and detention moneys; and
 - (v) damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Vessel;
- (b) if and whenever the Vessel is employed on terms whereby any moneys falling within paragraph (a) (i) to (v) above are pooled or shared with any other person that provision of the net receipts of the relevant pooling or sharing arrangement which is attributable to the Vessel;



"Environmental Approvals" means all approvals, licences, permits, exemptions or authorisations required in relation to the Vessel, her operation, management and ownership under applicable Environmental Laws;

"Environmental Claim" means:

- (a) any claim by, or directive from, any applicable governmental, judicial or other regulatory authority alleging breach of, or non-compliance with, any Environmental Laws or Environmental Approvals or otherwise howsoever relating to or arising out of an Environmental Incident; or
- (b) any claim by any other third party howsoever relating to or arising out of any Environmental Incident;

and, in each such case, "claim" shall mean a claim for damages, clean-up costs, compliance, remedial action or otherwise;

"Environmental Incident" means:

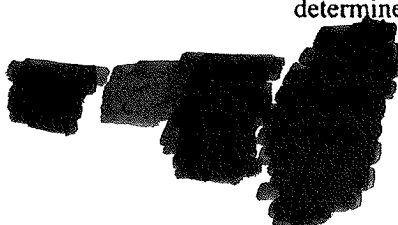
- (a) any spill of an Environmental Pollutant from the Vessel; or
- (b) any incident concerning a spill of an Environmental Pollutant from a ship other than the Vessel and which involves a collision between the Vessel and that other ship; or
- (c) any incident concerning a spill of an Environmental Pollutant from a ship other than the Vessel and where the Vessel is actually or potentially liable to be arrested or attached and/or where the Borrower and/or operator and/or manager is at fault or allegedly at fault or otherwise liable to any legal or administrative action;

and, in each such case, "spill" shall mean any actual or threatened emission, spill, release or discharge of an Environmental Pollutant into the environment;

"Environmental Laws" means all laws, regulations, conventions and agreements whatsoever relating to pollution or protection of the environment, including (without limitation) the United States Oil Pollution Act of 1990 and any comparable laws of the individual states of the United States of America);

"Environmental Pollutant" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws;

"Euribor" means, in relation to an Interest Period or other relevant period, the rate per annum as quoted in the Euro Interbank market for deposits in Euros in amounts comparable to the amount for which an interest rate has to be determined and for periods comparable to that Interest Period or other relevant



period at or about 10.00 a.m. (Amsterdam time) on the Quotation Date;

"Euros" and the sign "€" means the currency introduced and fixed in accordance with Article 109L(4) of the treaty establishing the European Economic Community, as amended by the treaty on the European Union (the Maastricht Treaty);

"Event of Default" means any event or circumstance specified or referred to in clause 23 (Events of Default);

"Final Maturity Date" means 1 October 2019;

"Finance Documents" means this Agreement, the Current Account Agreement, the Debt Service Account Agreement and any instrument, certificate or document executed or delivered pursuant thereto as well as any other document designated as such by the Lender and **"Finance Document"** means any of them;

"Guarantor" means Vogt & Maguire Limited, United Kingdom;

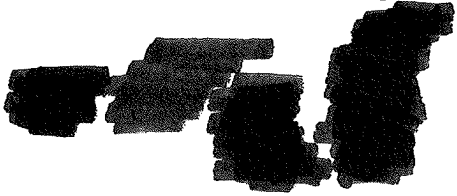
"Indebtedness" means any obligation of an Obligor to any party other than the Lender for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

"Insurances" means all policies and contracts of insurance (which expression includes all entries of the Vessel in a protection and indemnity or war risks association) which are from time to time in place or taken out or entered into by or for the benefit of the Borrower in respect of the Vessel and her Earnings or otherwise howsoever in connection therewith and all benefits thereof (including claims of whatsoever nature and return of premiums);

"Interest Period" means each period for the calculation of interest as determined in accordance with clause 5 (Interest Periods);

"ISM Code" means the "International Management Code for the Safe Operation of Ships and for Pollution Prevention" adopted by the Assembly of the International Maritime Organisation by Resolution A.741(18) on 4 November 1993 and incorporated on 19 May 1994 into chapter IX of the International Convention for the Safety of Life at Sea 1974 (SOLAS 1974) and includes any amendments or supplements of it and any regulations, circulars, guidelines and recommendations issued pursuant to it;

"ISPS Code" means the "International Ship and Port Facility Security Code" of the International Maritime Organisation and includes any amendments or supplements of it and any regulations, circulars, guidelines and commendations issued pursuant to it;



"Lender" includes the successors and assignees of the Lender;

"Lien" means, in relation to any asset of the Borrower, any mortgage, charge, pledge, lien, attachment, encumbrance or other security interest or preferential arrangement with respect to those assets;

"Liquidity Costs Compensation" means, at any relevant time a compensation for liquidity costs, expressed in a percentage rate per annum, imposed on the Lender for funding loans with a duration equal to the duration of the Loan, as quoted by Rabobank Nederland to the Lender at such time and determined by Rabobank Nederland on the basis of then prevailing market circumstances;

"Loan" means (as the context may require) the loan in the principal amount of € 1.750.000,-- (one million seven hundred fifty thousand Euros) made available or agreed to be made available by the Lender to the Borrower or the outstanding balance thereof at any relevant time;

"Margin" means 2.50% (two and fifty hundredths of one per cent) per annum;


"Market Value" means the market value of the Vessel at any relevant time, determined (at the expense of the Borrower) at such times (but at least once a year) as the Lender may from time to time reasonably require by means of a valuation made by the Approved Broker with or without physical inspection of the Vessel on the basis of a sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing seller and a willing buyer, free of any charter or other contract of employment existing at such time;

"Material Adverse Effect" means, in the reasonable opinion of the Lender, a material adverse effect on:

- (a) the business, operations, property, financial condition or prospects of any Obligor; or
- (b) the ability of any Obligor to perform any of its obligations under any Transaction Document; or
- (c) any of the rights or remedies of the Lender under any Transaction Document; or
- (d) the validity, enforceability, effectiveness or ranking of any security created or purported to be created by any Security Document;

"Mortgage" means the first priority statutory mortgage of 64/64th shares in the Vessel, governed by the laws of the Isle of Man, in favour of the Lender;

"Mortgage Deed" means the deed by which the Mortgage is created, executed or to be executed by the Borrower in favour of and in form and substance



satisfactory to the Lender and to be registered against the Vessel in accordance with the laws of the Isle of Man;

"Obligor" means the Borrower and the Guarantor and any other party to the Transaction Documents (other than the Lender);

"Outstanding Indebtedness" means, at any relevant time, the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents and owing to the Lender;

"Payment Date" means 1 January, 1 April, 1 July and 1 October of each calendar year, commencing 1 October 2013, or, if any such date is not a Business Day, the next succeeding Business Day, unless such succeeding Business Day falls in January, in which case such date shall be the immediately preceding Business Day;

"Quotation Date" means, in relation to any Interest Period, the day which is 2 (two) Business Days prior to the first day of that Interest Period;

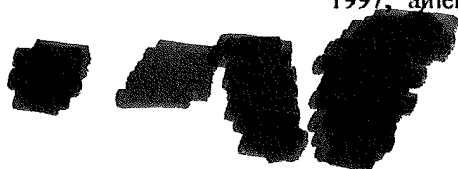
"Rabobank Nederland" means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. of Utrecht, The Netherlands;

"Security Documents" means each of the documents listed as such in Schedule 1 hereto and any and all other documents that may have been or shall from time to time hereafter be executed as security for the Borrower's obligations under or pursuant to the Finance Documents and **"Security Document"** means any of them;

"Seller" means SCHIEEPVAART-MAATSCHAPPIJ FOKKO B.V.;

"Statutory Certificates" include:

- (a) (i) the "document of compliance" (DoC) and "safety management certificate" (SMC) issued pursuant to the ISM Code in relation to the Vessel;
- (ii) all other documents and data which are relevant to the safety management system which is required to be developed, implemented and maintained under the ISM Code and its implementation and verification;
- (b) the "international ship security certificate" (ISSC) required to be issued in respect of the Vessel in accordance with the ISPS Code;
- (c) the "international air pollutant prevention certificate" (IAPPC) required to be issued in respect of the Vessel in accordance with the Protocol of 1997, annexing the International Convention for the Prevention of




Pollution from Ships, 1973 (as amended); and

- (d) any other document which is otherwise relevant to establish and maintain the Vessel's compliance with the ISM Code and the ISPS Code and any other obligatory or statutory certificate required to be issued for the Vessel by the Vessel's flag state and/or classification society which the Lender may require or request;

"TARGET-Day" means a day on which the TARGET-System is open for the settlement of payments in Euros;

"TARGET-System" means the Trans-European Automated Real-time Gross Settlement Express Transfer system, which utilises a single shared platform and which was launched on 19 November 2007;

"Total Loss" includes:

- (a) an actual total loss of the Vessel and which shall be deemed to have occurred on the date or at the time the Vessel was lost or, if such date is not known, on the date the Vessel was last reported;
 - (b) a constructive total loss of the Vessel and which shall be deemed to have occurred on the date and at the time notice of abandonment of the Vessel is given to the insurers of the Vessel provided a claim for such total loss is admitted by them;
 - (c) a compromised or arranged total loss of the Vessel and which shall be deemed to have occurred on the date on which a binding agreement as to such total loss has been concluded with the insurers of the Vessel;
 - (d) a requisition for title or other compulsory acquisition of the Vessel (otherwise than by requisition for hire) and which shall be deemed to have occurred on the date on which the relevant requisition or acquisition occurred;
 - (e) a condemnation, capture, seizure, arrest, detention or confiscation of the Vessel by any governmental, regulatory or other authority, or by persons acting or purporting to act on behalf of any governmental, regulatory or other authority which deprives the Borrower of the use of the Vessel for a period of more than 30 (thirty) days as from the occurrence thereof and which shall be deemed to have occurred upon expiry of that period; and
 - (f) a hijacking or theft of the Vessel which deprives the Borrower of the use of the Vessel for a period of more than 30 (thirty) days as from the occurrence thereof and which shall be deemed to have occurred, upon expiry of that period;
- 

"Transaction Documents" means the Finance Documents and the Security Documents and "Transaction Document" means any of them; and

"Vessel" means the seagoing multi-purpose vessel currently named "FLINTERLINGE" (to be renamed "VELOX") with IMO-number 9224104, currently registered in the Dutch ships register and to be registered in the Isle of Man ships register.

1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

1.3 In this Agreement, unless the context otherwise requires:

- (a) references to clauses are to be construed as references to clauses of this Agreement;
- (b) references to (or to any specified provision of) this Agreement or any other document shall be construed as references to (or to that specified provision of) this Agreement or that document as from time to time amended, varied or supplemented;
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, government, governmental authority, state or agency of a state, association, trust or partnership (whether or not having separate legal personality);
- (e) references to the Borrower, an Obligor or the Lender shall be construed as to include its successors in title, permitted assigns and permitted transferees; and
- (f) references to certain Transaction Documents in relation to an Obligor shall be construed as references to the Transaction Documents to which that Obligor is a party.

1.4 Schedules form an integral part of this Agreement.

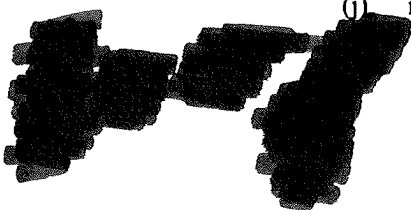
2. REPRESENTATIONS AND WARRANTIES

2.1 The Borrower represents and warrants to the Lender that:

- (a) it is duly incorporated, validly existing and in good standing under the laws of its place of incorporation;
- (b) it has full power and authority to execute the Transaction Documents, to

comply with the provisions thereof and to perform its obligations thereunder and all necessary corporate, shareholder and other action has been taken by it to approve and authorise the execution of the Transaction Documents, the compliance with the provisions thereof and the performance of its obligations thereunder;

- (c) each Transaction Document (when executed) will constitute its legal, valid and binding obligations, enforceable in accordance with its terms;
- (d) the execution by it of each Transaction Document, the compliance with the provisions thereof and the performance of its obligations thereunder do not and will not in any respect (i) contravene or violate any provision of any applicable law, statute, rule or regulation or any order, judgment, decree or permit to which it is subject, (ii) conflict with, or result in any breach of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or by which it is bound or (iii) contravene or conflict with any of its constitutional or corporate documents;
- (e) all consents, licences, approvals and authorisations required in connection with (i) the execution, validity or enforceability of the Transaction Documents, (ii) the compliance with the provisions thereof, (iii) the performance of the obligations thereunder and (iv) the transactions contemplated thereby, have been obtained and are in full force and effect;
- (f) it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document except for registration of this Agreement, the Mortgage Deed and the Deed of Covenant at the Companies House that it be filed, recorded, registered or enrolled with any government authority;
- (g) no litigation, arbitration, or (administrative) proceedings are at present current, pending or threatened, which might have a Material Adverse Effect;
- (h) all financial and other information furnished by or on its behalf to the Lender in connection with the Loan and the negotiation and preparation of this Agreement was true and accurate when given and there were and are no other facts or matters the omission of which would have made or make any such information false or misleading;
- (i) it is not in breach of or in default under any agreement or other instrument relating to any Indebtedness (nor would it be with the giving of notice or lapse of time or both);
- (j) no withholding, income or other tax or charge is imposed on any payment



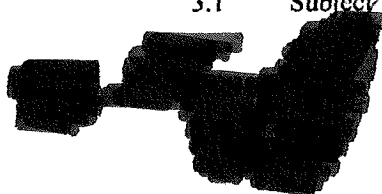
made or to be made by it (i) to the Lender under or pursuant to this Agreement or to be imposed on or by virtue of the execution, performance or enforcement of this Agreement or (ii) to any account of the Borrower with the Lender;

- (k) no Event of Default (nor any event which with the giving of notice or lapse of time or both would constitute an Event of Default) has occurred and is continuing;
- (l) all applicable Environmental Laws have been complied with, all Environmental Approvals have been obtained, no Environmental Incident has occurred and no Environmental Claim has been made or threatened against the Borrower or the Approved Manager or otherwise in connection with the Vessel;
- (m) the ISM Code and the ISPS Code are fully complied with by the Borrower and the Approved Manager;
- (n) the irrevocable submission to the non-exclusive jurisdiction of the courts of The Netherlands or of other competent courts in accordance with the provisions of clause 32 (Submission to Jurisdiction) and its agreement pursuant to clause 31 (Governing Law) that this Agreement shall be governed by and construed and interpreted in accordance with the laws of The Netherlands, are legal, valid and binding;
- (o) its obligations under this Agreement are direct, general and unconditional obligations and rank at least pari passu with all its other present and future unsecured and unsubordinated indebtedness with the exception of any obligations which are mandatorily preferred by law and not by contract; and
- (p) the Contract constitutes valid and binding obligations of the parties thereto enforceable in accordance with its terms and no amendments thereof or variations thereto have been made or will be made without the prior written consent of the Lender and the copy of the Contract delivered or to be delivered to the Lender is or (when delivered) will be a true and complete copy thereof.

2.2 The representations and warranties set out in clause 2.1 shall survive the execution of this Agreement and the drawdown of the Loan and shall be deemed to be repeated on each Payment Date, with reference to the facts and circumstances then subsisting.

3. THE LOAN

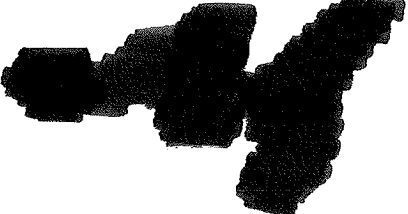
3.1 Subject to the terms and conditions of this Agreement, the Lender -



relying upon the representations and warranties set out in clause 2.1 - agrees to make the Loan available to the Borrower by lending the principal amount of € 1.750.000,-- (one million seven hundred fifty thousand Euros) to the Borrower.

- 3.2 The Loan shall be made available by the Lender in the amount, on the date and in accordance with the particulars specified in the Drawdown Notice following receipt by the Lender of the Drawdown Notice, duly signed by the Borrower, no later than 10 a.m. Amsterdam time) on the seventh (7) Business Day before the date on which the Borrower wishes to draw down the Loan.
- 3.3 The Lender's commitment to make the Loan available shall terminate upon expiry of the Availability Period.
- 3.4 The disbursement by the Lender of a Loan (or any part thereof) following the drawdown thereof shall constitute the Borrower's just and indivisible indebtedness to the Lender in an amount equal to the sum disbursed.
- 3.5 The Loan shall solely be used by the Borrower for (partly) financing the purchase of the Vessel.
Without prejudice to the Borrower's obligations in that respect, the Lender shall not be obliged to monitor or verify the application of the Loan, but may do so at any time.

4. CONDITIONS PRECEDENT

- 4.1 The obligation of the Lender to make the Loan available is expressly subject to the fulfilment of the Conditions Precedent in all respects satisfactory to the Lender and its legal advisers.
- 4.2 The obligation of the Lender to make the Loan available is subject to the further condition that on the date on which the Drawdown Notice is given and on the date on which the Borrower wishes to draw down the Loan:
- (a) the representations and warranties set out in clause 2.1 are true and correct as if each was made with respect to the facts and circumstances existing on each such date; and
 - (b) no event which is or may become (with the passing of time, the giving of notice, the making of any determination under this Agreement or any combination thereof) an Event of Default has occurred or would result from the disbursement of the Loan.
- 4.3 The Conditions Precedent are inserted for the sole benefit of the Lender and may be waived by the Lender in whole or in part and with or without conditions by the Lender and the waiver of any such condition in whole or in
- 

part shall constitute the Borrower's obligation to fulfil or procure the fulfilment of the same at such time as the Lender may require.

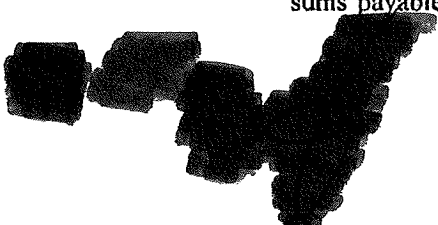
5. INTEREST PERIODS

- 5.1 Each Interest Period, except the first, shall (subject as stated hereinafter) have a duration of 3 (three) consecutive months.
The first Interest Period shall commence on the Drawdown Date and shall end on the date preceding the next succeeding Payment Date. Each subsequent Interest Period shall commence on the date following the last day of the preceding Interest Period.
- 5.2 If the first day of an Interest Period is not a Business Day, that Interest Period shall commence on the next succeeding Business Day (its preceding Interest Period shall then be deemed to have been extended accordingly), unless such next succeeding Business Day falls in a new calendar month, in which case that Interest Period shall commence on its preceding Business Day (its preceding Interest Period shall then be deemed to have been shortened accordingly).
- 5.3 If the first day of an Interest Period is not a Business Day, that Interest Period shall commence on the next succeeding Business Day (its preceding Interest Period shall then be deemed to have been extended accordingly), unless such next succeeding Business Day falls in a new calendar month, in which case that Interest Period shall commence on its preceding Business Day (its preceding Interest Period shall then be deemed to have been shortened accordingly).
- 5.4 No Interest Period shall overrun the Final Maturity Date.

6. INTEREST

- 6.1 The Loan shall bear interest during each Interest Period at the rate which is the percentage rate per annum calculated as being the aggregate of the applicable (i) Euribor for that Interest Period, (ii) the Margin and (iii) the Liquidity Costs Compensation and the Borrower shall pay accrued interest on the Loan on each Payment Date.

7. DEFAULT INTEREST

- 7.1 If the Borrower fails to pay any sum of money on its due date for payment of such sum under or pursuant to this Agreement, or, only in the case of sums payable on demand, when first demanded, the Borrower shall (without prejudice to the right of the Lender to consider such failure as an Event of Default) pay interest on such sum from such due date, or, only in the case of sums payable on demand, from the date specified in such demand, up to and
- 

including the date of payment of such sum in full (after as well as before judgment) at the rate which is the percentage rate per annum determined by the Lender on the first day of each calendar month as the aggregate of the applicable (i) Euribor for periods of 1 (one) month or such other duration as shall be determined by the Lender (a "Default Interest Period"), (ii) the Margin increased by 2% (two per cent) and (iii) the Liquidity Cost Compensation, which default interest shall be compounded and become due and payable by the Borrower at the end of each Default Interest Period.

8. REPAYMENT

- 8.1 Subject to the provisions of clauses 14 (Change in Circumstances) and 23 (Events of Default), the Borrower shall repay the Loan by 24 (twenty-four) instalments, the first 23 (twenty-three) instalments, each in the amount of € 52.174,-- (fifty-two thousand one hundred seventy-four Euros) and a final instalment of € 549.998,-- (five hundred forty nine thousand nine hundred and ninety-eight Euros), the first such instalment to be paid on 1st January 2014 (the second Payment Date) and the remaining such instalments to be paid at three-monthly intervals thereafter on consecutive Payment Dates with a payment of the final instalment on the Final Maturity Date.

9. VOLUNTARY PREPAYMENT

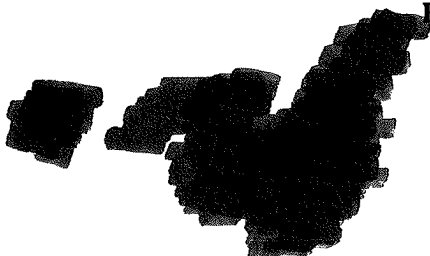
- 9.1 The Borrower may, if it has given the Lender not less than 5 (five) Business Days (or such shorter period as the Lender may agree) prior notice, prepay the Loan (or part thereof) but, if in part, by minimum amounts of € 50.000,-- (fifty thousand Euros) or integral multiples thereof.
- 9.2 Each voluntary prepayment shall be made together with accrued interest on the amount prepaid and all other sums payable under the terms of this Agreement, including (without limitation) any Breaking Costs, and in addition if the Liquidity Costs Compensation as determined on the Drawdown Date (hereinafter called the "Initial Compensation") is exceeding the Liquidity Costs Compensation determined on the date such prepayment is made (hereinafter called the "Actual Compensation"), a compensation which shall be calculated by the Lender as being the outcome of:

$$A \times B \times C$$

wherein:

A = the positive difference between the Initial Compensation and the Actual Compensation;

B = the number of calendar months remaining until the Final Maturity Date divided by 12 (twelve); and



C = the amount prepaid;

- 9.3 Any amounts voluntarily prepaid will be applied in reducing the relevant prepayment instalments stated in clause 9.1 in inverse order of their due dates.
- 9.4 Amounts voluntarily prepaid may not be reborrowed.

10. MANDATORY PREPAYMENT

- 10.1 If the Vessel is sold or otherwise disposed of (subject to the Lender's approval of such sale or disposal) or if the Vessel becomes a Total Loss, the Borrower shall be obliged to prepay the Loan in full.
- 10.2 Each mandatory prepayment shall be made together with accrued interest on the amount prepaid and all other sums payable under the terms of this Agreement, including (without limitation) any Breaking Costs, and in addition, if the Liquidity Costs Compensation as determined on the Drawdown Date of that Loan (hereinafter called the "**Initial Compensation**") is exceeding the Liquidity Costs Compensation determined on the date such prepayment is made (hereinafter called the "**Actual Compensation**"), a compensation which shall be calculated by the Lender as being the outcome of:

A x B x C

wherein:

- A** = the positive difference between the Initial Compensation and the Actual Compensation;
- B** = the number of calendar months remaining until the Final Maturity Date divided by 12 (twelve); and
- C** = the amount prepaid.

- 10.3 Amounts mandatorily prepaid may not be reborrowed.

11. FEES

- 11.1 The Borrower shall pay to the Lender a procuration fee of € 17.500,-- (seventeen thousand five hundred Euros) flat, such fee being due and payable on the earlier of (i) the Drawdown Date or (ii) the 1 August 2013; and
- 11.2 The full amount of the fee mentioned in clause 11.1 shall be payable in any event and shall in no circumstances be recoverable from the Lender.

12. COSTS AND EXPENSES

12.2 The Borrower shall pay to the Lender on demand:

- (a) all costs and expenses (including legal, inspection, valuation, survey and out-of-pocket expenses) incurred by the Lender in connection with (i) the negotiation, preparation, execution, perfection and, where relevant, registration of any Transaction Document, (ii) the satisfaction of the conditions referred to in clause 4 (Conditions Precedent) and (iii) any amendment or extension of - or the granting of any waiver or consent under - any Transaction Document, in each such case together with all stamp, documentary, registration or other like duties or taxes (including any duties or taxes payable by the Lender) imposed thereon or in connection therewith; and
- (b) all costs and expenses (including legal and out-of-pocket expenses) incurred by the Lender in contemplation of, or otherwise in connection with, the enforcement or attempted enforcement of, or preservation of any rights under any Transaction Document or otherwise in connection with the Loan and the security therefor.

13. PAYMENTS AND CALCULATIONS


13.1 All payments to be made to the Lender under or pursuant to this Agreement shall be made in full as follows:

- (a) without any set-off or counterclaim and free and clear of any deductions or withholdings whatsoever;
- (b) in Euros on the date on which the relevant payment is due in funds with same day value; and
- (c) to such account as the Lender may direct.

13.2 Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day unless that Business Day falls in a new calendar month, in which case such payment shall be made on the preceding Business Day. In both cases interest will be calculated accordingly.

13.3 All interest and other payments of an annual nature under or pursuant to this Agreement shall accrue from day to day and be calculated on the basis of actual days elapsed and a year of 360 (three hundred sixty) days.

13.4 In the event that the Borrower is prohibited by any applicable law, regulation or regulatory requirement from making any payment free of deductions or withholdings, the Borrower shall pay such additional amounts to the Lender as



may be necessary to ensure that, after the making of such deduction or withholding, the Lender receives on the due date for such payment a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Borrower shall indemnify the Lender against any losses or costs incurred by it by reason of any failure of it to make any such deduction or withholding or by reason of any increased payment not being made by it on the due date for such payment.

14. CHANGE IN CIRCUMSTANCES

- 14.1 If any change in, or introduction of, any law, regulation or regulatory requirement or any change in the interpretation or application thereof renders it unlawful or contrary to any such law, regulation or regulatory requirement for the Lender to make a Loan available the Lender shall promptly give notice thereof to the Borrower, whereupon the Lender's obligations under this Agreement to make the Loan available shall forthwith be suspended and the Borrower and the Lender shall negotiate in good faith with a view to agreeing a change of terms on a mutually acceptable and legally valid basis.


If after such negotiations in good faith the Borrower and the Lender have not succeeded in agreeing to a change of terms on a mutually acceptable and legally valid basis within 30 (thirty) Business Days after such notice has been given, the Lender's obligations under this Agreement to make the Loan available shall forthwith terminate.

- 14.2 If any of the circumstances described in clause 14.1 renders it unlawful or contrary to any such law, regulation or regulatory requirement for the Lender to maintain and continue to make a Loan available, the Lender shall negotiate in good faith with a view to agreeing a change of terms on a mutually acceptable and legally valid basis.

If after such negotiations in good faith the Borrower and the Lender have not succeeded in agreeing to a change of terms on a mutually acceptable and legally valid basis within 30 (thirty) Business Days after such notice has been given, the Lender's obligations under this Agreement to maintain and continue to make that Loan available shall forthwith terminate, whereupon the Borrower shall be obliged to prepay that Loan on the Lender's first demand.

15. INCREASED COST

- 15.1 If any change in, or the introduction of, any law, regulation or regulatory requirement or any change in the interpretation or application thereof or if compliance by the Lender with any direction, request or requirement (whether or not having the force of law) of any governmental or other authority shall:

- (a) subject the Lender to any tax or change the basis of any taxation (not being tax or taxation of general application imposed on its overall net
- 

income by the jurisdiction in which it is incorporated or in which its lending office is located) or otherwise on or in relation to any sum received or receivable by the Lender hereunder or paid to any account of the Borrower with the Lender, including (without limitation) any sum received or receivable by the Lender under this clause) or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender; and/or

- (b) impose, modify or deem applicable any reserve or capital adequacy requirements or liquidity controls or require the making of any special deposits against the Loan; and/or
- (c) impose on the Lender any requirement affecting the manner in which the Lender allocates capital resources to its obligations under this Agreement; and/or
- (d) impose on the Lender any other condition affecting the Loan or any part thereof;


and the result of the foregoing is either to increase the cost to the Lender of making available or maintaining the Loan or any part thereof or to adversely affect the amount of any payment received by the Lender then and in any such event the Lender shall promptly give notice thereof to the Borrower, whereupon the Borrower shall forthwith pay to the Lender such amount as the Lender shall certify to be the loss incurred by it as a result thereof.

16. MARKET DISRUPTION

16.1 If and whenever the Lender determines that:

- (a) adequate and fair means do not exist for ascertaining Euribor for any Interest Period; or
- (b) deposits of Euros are not available to the Lender in the European Interbank market for any Interest Period; or
- (c) by reason of circumstances affecting that market generally it is impossible or impractical for the Lender to fund or continue to fund the Loan for any Interest Period, or
- (d) the cost to the Lender of obtaining or funding matching deposits in Euros for any Interest Period would be in excess of Euribor;

then the Lender shall promptly give notice thereof to the Borrower, which notice shall specify the relevant particulars and circumstances and which shall contain a substitute basis as to interest, interest period and other relevant



aspects, which substitute basis shall be binding on the Borrower and which shall take effect from the date specified in such notice until such time as the Lender notifies the Borrower that the circumstances specified in such notice no longer continue to exist.

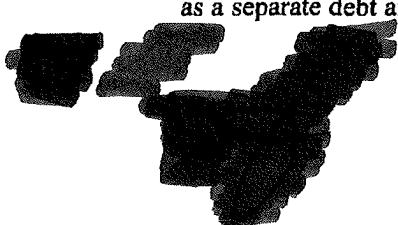
17. INDEMNITIES

17.1 The Borrower hereby undertakes and agrees to indemnify the Lender on demand, without prejudice to any of the Lender's other rights under the Transaction Documents, against any loss or expense which the Lender shall certify as sustained or incurred by it as a consequence of:

- (a) any default in payment by an Obligor of any sum under or pursuant to any of the Transaction Documents when due;
- (b) the occurrence of an Event of Default;
- (c) a repayment or prepayment of the Loan or part thereof being made otherwise than on the date of expiry of an Interest Period or any other breaking of an Interest Period; and
- (d) the Loan (or any part thereof) not being advanced for any reason (excluding any default by the Lender) whether or not the Drawdown Notice has been given;

including (without limitation) in any such case any Breaking Costs and any loss or expense sustained or incurred in maintaining or funding the Loan or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain the Loan or any part thereof.

17.2 If any sum due from an Obligor under any Transaction Document or any order or judgment given or made in relation hereto has to be converted from the currency (the "first currency") in which the same is payable under that Transaction Document or under such order or judgment into another currency (the "second currency") for the purpose of (i) making or filing a claim or proof against that Obligor, (ii) obtaining an order or judgment in any court or other tribunal or (iii) enforcing any order or judgment given or made in relation to that Transaction Document, the Borrower shall indemnify and hold harmless the Lender from and against any loss suffered as a result of any difference between (a) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (b) the rate or rates of exchange at which the Lender may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from the Borrower under this clause 17.2 shall be due as a separate debt and shall not be affected by judgment being obtained for any



other sums due under or in respect of any Transaction Document and the term "rate of exchange" includes any premium and costs of exchange payable in connection with the purchase of the first currency with the second currency.


18. SECURITY

- 18.1 As security for the Outstanding Indebtedness and the due performance of all other obligations of the Borrower under or pursuant to the Finance Documents, the Borrower shall provide the Lender with (or procure the provision to the Lender of) the Security Documents listed in Schedule 1 and the security purported to be created thereby, each duly executed.

19. PROTECTION OF SECURITY

- 19.1 The Lender shall, without prejudice to its other rights, powers and remedies under the Transaction Documents be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created or purported to be created by the Security Documents.

20. GENERAL UNDERTAKINGS

- 20.1 The Borrower undertakes with the Lender that, from the date of this Agreement and so long as any moneys are owing under or pursuant to the Transaction Documents, it will:
- (a) duly perform and observe the terms of the Transaction Documents;
 - (b) promptly inform the Lender, upon becoming aware of the same, of the occurrence of an Event of Default or of any event which with the giving of notice or lapse of time, or both, would constitute an Event of Default or any other event which might adversely affect its ability to perform any of its obligations under or pursuant to the Transaction Documents;
 - (c) obtain or cause to be obtained, maintain in full force and effect and comply with the conditions and restrictions (if any) imposed in connection with, every consent, authorisation, licence or approval and do all other acts and things, which may from time to time be necessary or required for the continued due performance of all its obligations under or pursuant to the Transaction Documents;
 - (d) prepare financial statements (including balance sheet and profit and loss account) in accordance with generally accepted accounting principles and practices in respect of each financial year and cause the same to be
- 

certified by its auditors and deliver as many copies of the same as the Lender may reasonably require as soon as practicable, but not later than 180 (one hundred eighty) days after the end of the financial year to which they relate and provide the Lender with information on income/earnings, operational expenses, interest costs, additional costs and cash flow of all vessels (partly) owned by the Borrower including an overview of the payments for redemption on the loans of all vessels (partly) owned by the Borrower as soon as the same becomes available, but not later than 30 (thirty) days after the end of each calendar quarter;

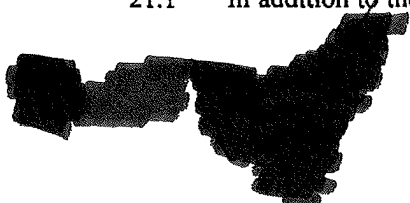
- (e) do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence;
- (f) comply with all laws and regulations to which it is subject, if failure of such compliance has or is likely to have a Material Adverse Effect;
- (g) adequately hedge the interest rate risk of the Loan with the Lender's treasury desk as soon as the 3-Months Euribor rate applicable to the Loan increases to a rate equal or higher than 2.5% (two and fifty hundredths of one per cent) per annum.

20.2 The Borrower further undertakes that it will not, without the prior written consent of the Lender, which the Lender shall have full liberty to withhold:

- (a) incur any Indebtedness other than in the usual course of its business or enter into any arrangement as a consequence of which it is or becomes liable as co-debtor, guarantor or otherwise, for the obligations of any other person;
- (b) permit, create or suffer to exist any Lien in favour of any creditor or class of creditors covering any of its assets;
- (c) change the nature of its business or commence any business differing from the nature its business;
- (d) increase (by way of the creation of preference shares, further ordinary shares or otherwise howsoever) its capital or create any new class of shares;
- (e) merge or consolidate with any other person; or
- (f) make any new investments.

21. SPECIFIC UNDERTAKINGS

21.1 In addition to the undertakings contained in clauses 20 (General Undertakings)



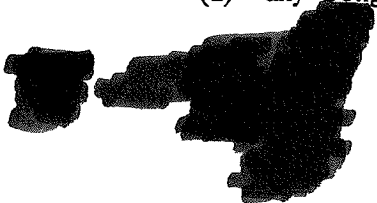
the Borrower undertakes:

- (a) to compensate the Lender for the payment by the Lender of the premium of a "Mortgagee's Interest Insurance" which shall be taken out and maintained by the Lender in respect of the Vessel; and
- (b) not without the prior written consent of the Lender (and then only subject to such terms as the Lender may agree) appoint a manager of the Vessel other than the Approved Manager.

22. SECURITY VALUE MAINTENANCE

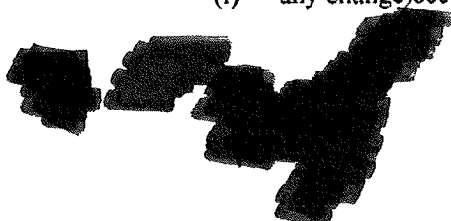
- 22.1 If and so often as the Debt to Value Ratio exceeds at any time or from time to time 100 % (one hundred per cent), the Borrower undertakes that it will within 14 (fourteen) days of being notified by the Lender of such event (and the amount of such excess), provide the Lender with or procure the provision to the Lender of such additional security as shall, in the sole and absolute opinion of the Lender, be adequate to eliminate such excess, which additional security shall take such form, be constituted by such documentation and be entered into by such parties as the Lender in its sole and absolute discretion may approve. Alternatively the Lender may, whether or not in combination with the provision of additional security, require the Borrower to reduce the Outstanding Indebtedness by the (pre)payment of such amount as will ensure that the Debt to Value Ratio shall no longer exceed 100 % (one hundred per cent), such amount, once received by the Lender, to be applied by the Lender in reducing the Outstanding Indebtedness in such manner as the Lender may think fit.

23. EVENTS OF DEFAULT

- 23.1 The happening of any of the following events shall automatically constitute the Borrower's default without the need for any prior notice or other communication:
- (a) any sum payable under or pursuant to any Transaction Document is not paid when due or, only in the case of sums payable on demand, when first demanded; or
 - (b) any Obligor commits any breach of or omits to observe any of its obligations, covenants or undertakings under or pursuant to any Transaction Document; or
 - (c) any Indebtedness of any Obligor is not paid when due or, only in the case of sums payable on demand, when first demanded; or
 - (d) any Obligor commits any breach of or omits to observe any of its
- 

obligations, covenants or undertakings under or pursuant to any transaction document as defined in (i) the loan agreement made between the Lender and the Borrower and Faversham Ships Limited dated 12 July 2011 related to the Lender's financing of the vessel "BEAUMONT" with IMO-number 9319416 and/or under or pursuant to any transaction document as defined in (ii) the loan agreement made between the Lender and the Borrower and Faversham Ships Limited dated 18 August 2010 related to the Lender's financing of the vessel "VEDETTE" with IMO-number 9195726; or

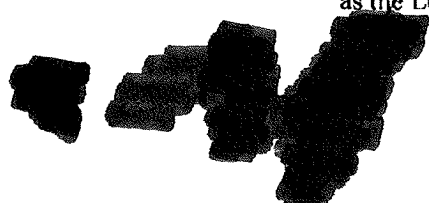
- (e) any representation or warranty made or deemed to be made by any Obligor in or pursuant to any Transaction Document is or proves to have been incorrect or misleading or (if deemed repeated) ceases to be true; or
- (f) any of the consents, licences, approvals or authorisations referred to in clause 2.1(e) is modified in a manner unacceptable to the Lender or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or
- (g) any Obligor suspends payment of its debts or is unable or admits inability to pay its debts as they fall due or proceedings are commenced for a composition or other arrangement for the benefit of its creditors generally relating to reconstruction or readjustment of debts or any similar process or proceeding shall be instituted under the laws of any relevant jurisdiction; or
- (h) any action or any legal proceedings are started or instituted or other steps are taken against any Obligor seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief, or composition of it or its debts under any relevant law, or seeking the appointment of a liquidator, trustee, receiver or similar officer, or any similar process or proceedings shall be initiated under the laws of any relevant jurisdiction with regard to any substantial part of its assets; or
- (i) any Obligor ceases or threatens to cease to carry on its business; or
- (j) all or a material part of any Obligor's assets are seized, nationalized, expropriated or compulsorily acquired by or under authority of any government; or
- (k) a creditor attaches or takes possession of, or a distress, execution, sequestration or process is levied or enforced upon or sued out against a substantial part of any Obligor's assets or any event occurs which under the laws of any relevant jurisdiction has a similar or analogous effect; or
- (l) any change occurs in the legal or beneficial ownership of the shares in the



capital of an Obligor or in its board of directors; or

- (m) there is an Environmental Incident which gives rise, or may give rise, to an Environmental Claim;
- (n) it becomes impossible or unlawful:
 - (i) for any Obligor to fulfil any of its obligations, covenants or undertakings contained in any Transaction Document or otherwise; or
 - (ii) for the Lender to exercise any of the rights vested in it under any Transaction Document or otherwise; or
- (o) any event occurs or circumstance arises which is likely to have a Material Adverse Effect; or
- (p) any security created by any Security Document becomes invalid or unenforceable, or loses its priority or is otherwise affected; or
- (q) the Contract is amended, varied or supplemented without the prior written consent of the Lender; or
- (r) there occurs any change in or introduction of any law, regulation or regulatory requirement or any change in the interpretation or application of the legislation and regulations of the country of the Vessel's flag which, in the reasonable opinion of the Lender, may affect the Lender's position as mortgagee of the Vessel or the security created or purported to be created by the Security Documents relative to the Vessel.

23.2 Upon the happening of an Event of Default:

- (a) the Lender may by notice to the Borrower cancel its commitments under this Agreement;
 - (b) the Outstanding Indebtedness shall immediately become due and payable ("*opeisbaar*") without prior notice, whereupon the Lender shall become forthwith entitled to:
 - (i) demand payment of the whole of the Outstanding Indebtedness, whereupon the same shall be payable on the date specified in such demand; and
 - (ii) to exercise the rights, powers and remedies granted to it in the Transaction Documents and to enforce the securities created by the Security Documents in any manner available to it and in such order as the Lender may in its absolute discretion prefer or think fit.
- 

23.3 In the event that the Lender has made a demand for payment of the Outstanding Indebtedness following the happening of an Event of Default:

- (a) there shall also become immediately due and payable by the Borrower to the Lender an additional sum equal to 2% (two per cent) of the Outstanding Indebtedness as a provision for liquidated damages and pre-estimated compensation to the Lender for early termination of the Loan without prejudice to the rights of the Lender to claim full compensation for the damages exceeding such additional sum and actually incurred by the Lender; and
- (a) the Lender shall be irrevocably authorised by the Borrower (with full power of substitution) to appear for and on behalf and in the name of the Borrower before a Dutch civil-law notary in order to (i) sign or execute for and on behalf and in the name of the Borrower a notarial deed of indebtedness in favour of and in form and substance satisfactory to the Lender, pursuant to which the Borrower's indebtedness to the Lender is acknowledged in an amount equal to the Outstanding Indebtedness at such time, and to (ii) declare that the Borrower acknowledges the Mortgage over the Vessel and to (iii) declare that the Lender is duly entitled to enforce the Mortgage by selling the Ship by public auction before a District Court in The Netherlands by virtue of the first authenticated copy (in Dutch: "*grosse*") of such notarial deed in accordance with the laws of The Netherlands.


23.4 No waiver of any Event of Default shall constitute a waiver of any other or any subsequent Event of Default except to the extent provided in such waiver.

24. APPLICATION AND SET-OFF

24.1 All sums of money received by the Lender under or pursuant to this Agreement or any other Transaction Document shall (unless the Lender otherwise requires) be applied by the Lender in the following manner:

FIRST: in or towards satisfaction of any amounts as are accrued due and payable under or pursuant to the Transaction Documents upon actual receipt of such sum by the Lender or are then due and payable by virtue of payment demanded thereunder in such order of application as the Lender may prefer or think fit;

SECONDLY: in retention of an amount equal to any amounts which are not then accrued due and payable under or pursuant to the Transaction Documents or are not then due and payable by virtue of payment demanded thereunder but which (in the sole and absolute opinion of the Lender) will or may become due



and payable in the future and, upon the same becoming due and payable, in or towards satisfaction thereof in accordance with the foregoing provisions of this clause 24.1; and

THIRDLY: any surplus shall be paid to the Borrower or to whomsoever else may be entitled thereto.


- 24.2 The Lender shall be entitled (but not obliged) as and when it may think fit and whether or not the Outstanding Indebtedness has become due and payable, to debit the Current Account with the amount of each and every sum due and payable from the Borrower to the Lender under or pursuant to any Transaction Document and to apply any credit balance on any account of the Borrower with the Lender in or towards satisfaction of any sum due and payable from the Borrower to the Lender thereunder. For that purpose the Lender shall be entitled to purchase with the moneys standing to the credit of such account such currency as may be necessary to effect such application.

25. PLEDGE AND CHARGE

- 25.1 As further security for the payment of the Outstanding Indebtedness the Borrower as beneficial owner hereby pledges and charges to and in favour of the Lender (which pledge and charge is hereby accepted by the Lender) any and all claims it may at any time and from time to time have against the Lender for any reason whatsoever, including claims resulting from or in respect of any balance at any time standing to the credit of any of its accounts with the Lender, including (without limitation) the Current Account and the Debt Service Account.

The Borrower represents and warrants that the pledge and charge hereby created is a security with first ranking priority and agrees that the words "pledge and charge" shall have the same meaning and be construed as the words "*pand*" or "*pandrecht*" in Volume 3 of the Dutch Civil Code.

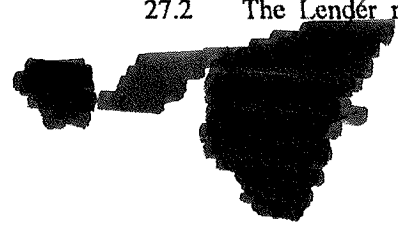
26. MISCELLANEOUS

- 26.1 No amendment or waiver of any provision of this Agreement and no consent to any deviation by the Borrower thereof, shall in any event be binding unless the same shall be in writing and signed for and on behalf of the Lender. Any such binding waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. In no event shall the Lender be obliged to agree to any such amendment or to grant any such waiver or consent to the Borrower.
- 26.2 No failure or delay on the part of the Lender to exercise any right, power or remedy under any Transaction Document shall operate as a waiver thereof nor shall any single or partial exercise by or on behalf of the Lender of any such
- 

right, power or remedy preclude any other or further exercise thereof or the exercise of any other power or right. The remedies provided in the Transaction Documents are cumulative and are not exclusive of any remedies provided by law.

- 26.3 If the Borrower fails to comply with any provision of any Transaction Document the Lender is hereby irrevocably authorised by the Borrower (but without prejudice to the right of the Lender to consider such non-compliance as an Event of Default) to effect such compliance on the part of the Borrower in any manner available to the Lender.
- 26.4 In order to determine the amount and origin of any debt due to the Lender at any time by the Borrower under or pursuant to the Finance Documents or otherwise in connection with the Loan or the security therefor or the enforcement thereof the books and accounts of the Lender shall (save in the case of manifest error) always be conclusive to the effect that payment of any amount being claimed by the Lender as due and payable can at no time be suspended or withheld by the Borrower by reason of a dispute on what is due and payable without prejudice however to the obligation of the Lender to repay any amount collected or received in excess.
- 26.5 In case any one or more of the provisions contained in any Transaction Documents should be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions herein and therein contained shall not in any way be affected or impaired thereby.
- 26.6 All certificates, instruments and other documents to be delivered under or supplied in connection with any Transaction Document shall be in the English language or shall be accompanied by a certified English translation upon which the Lender shall be entitled to rely.
- 26.7 This Agreement constitutes the entire obligations of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings relating thereto.
- 26.8 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

27. ASSIGNMENT, TRANSFER AND PARTICIPATION

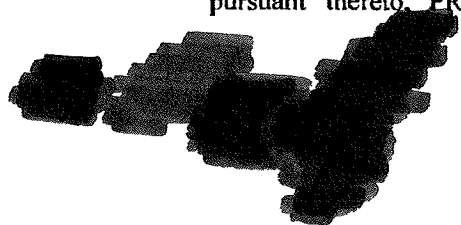
- 27.1 The Borrower may not assign, pledge, charge or otherwise encumber any of its rights under this Agreement nor transfer any of its rights and obligations under the Transaction Documents.
- 27.2 The Lender may assign all or any part of its rights under the Transaction
- 

Documents and may transfer all or any part of its rights and obligations thereunder to any one or more banks or other financial institutions.

Any such transfer can only be effected with the prior written consent of the Borrower (such consent not to be unreasonably withheld or delayed).

- 27.3 If the Lender assigns all or any part of its rights or transfers all or any part of its rights and obligations under the Transaction Documents, the Borrower undertakes, immediately on being requested to do so by the Lender and at the cost of the Lender, to enter into such documents as may appear to be necessary or desirable to give effect to such assignment or transfer and all relevant references in the Transaction Documents to the Lender shall thereafter be construed as references to the Lender and/or its assignee or transferee to the extent of their respective interests and in the case of a transfer of all or part of the Lender's obligations, the Borrower shall thereafter look only to the transferee in respect of that proportion of the Lender's obligations under this Agreement as corresponds to the obligations transferred to and assumed by such transferee.
- 27.4 The Lender may grant or sell one or more participations in the whole or any part of its rights in respect of the Loan in such manner and upon and subject to such terms and conditions as the Lender, in its discretion, thinks fit, but so that any such participation shall be on terms that the Borrower shall continue to deal exclusively with the Lender, and not with the participant, with whom the Borrower shall not have any contractual relationship, and that such participant shall have rights and remedies only against the Lender, and not against the Borrower.
- 27.5 The Lender may disclose on a confidential basis to any potential assignee, transferee or participant such financial or other information regarding the Borrower as the Lender deems necessary or appropriate in connection therewith.

28. ATTORNEY

- 28.1 The Borrower hereby irrevocably appoints the Lender as its attorney for the purpose of doing for it and in its name and on its behalf all acts which itself could do in relation to the Vessel, her Earnings and Insurances and to execute and otherwise perfect all such deeds, assurances, agreements, instruments and do all such acts and things for it and in its name and on its behalf which may be required for the full exercise of all or any of the rights, powers or remedies conferred by the Transaction Documents, or which the Lender may deem proper in connection with all or any of the purposes aforesaid. The power hereby conferred shall be a general power of attorney and the Borrower ratifies and confirms and agrees to ratify and confirm, any and all deeds, assurances, agreements, instruments, acts or things which the Lender may execute or do pursuant thereto, PROVIDED ALWAYS that such power shall not be
- 

exercisable by or on behalf of the Lender until the Outstanding Indebtedness shall have become due and payable under clause 23 (Events of Default).

- 28.2 The exercise of such power by or on behalf of the Lender shall not oblige any person dealing with the Lender to make any enquiry as to whether the Outstanding Indebtedness has become due and payable nor shall such person be in any way affected by notice that the Outstanding Indebtedness has not become so due and payable and the exercise by or on behalf of the Lender shall be conclusive evidence of its right to exercise the same.

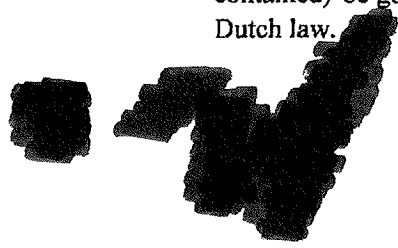
29. WAIVER OF SOVEREIGN IMMUNITY

- 29.1 To the extent that the Borrower has or may acquire any right to immunity on the grounds of sovereignty or otherwise under any law from any legal action, suit or proceeding, from set-off or counterclaim, from attachment, seizure or arrest or from execution of any other legal process in respect of its obligations arising under or relating to any Transaction Document, the Borrower hereby irrevocably and unconditionally waives such rights to immunity in respect of it or its assets to the fullest extent permitted by law.

30. WAIVER OF RESCISSION, SUSPENSION AND NULLIFICATION

- 30.1 To the fullest extent permitted by law, the Borrower irrevocably and unconditionally waives its rights to:
- (a) rescind ("*ontbinden*") this Agreement in whole or in part pursuant to article 6:265 of the Dutch Civil Code or on any other ground under Dutch law or under any other applicable law;
 - (b) suspend ("*opschorten*") any of its obligations under this Agreement pursuant to articles 6:52, 6:262 and 6:263 of the Dutch Civil Code or on any other ground under Dutch law or under any other applicable law; and
 - (c) nullify ("*vernietigen*") this Agreement pursuant to article 6:228 of the Dutch Civil Code or on any other ground under Dutch law or under any other applicable law.

31. GOVERNING LAW

- 31.1 This Agreement and any contractual and non-contractual obligations arising from or connected with it shall (notwithstanding anything to the contrary herein contained) be governed by, and construed and interpreted in accordance with Dutch law.
- 

To the extent required to comply with provisions of Dutch international civil law, it is hereby agreed that any obligation or condition, contained in or pursuant to this Agreement or otherwise in connection with the Loan, concerning the creation of a security interest on a claim to which foreign law is or will be applicable, shall be governed by the law applicable to the agreement, deed, or other document whereby that security interest is or will be created.

32. SUBMISSION TO JURISDICTION

- 32.1 Any suit, legal action or proceedings against the Borrower with respect to this Agreement shall be brought before the competent courts of Rotterdam, The Netherlands, or the courts of any other jurisdiction as the Lender in its sole discretion may elect and the Borrower irrevocably submits to the non-exclusive jurisdiction of such courts.

The Borrower hereby irrevocably agrees not to present any objection which it may now or hereafter have to the laying of the venue of any suit, legal action or proceedings arising out of or relating to this Agreement to any such court and hereby further irrevocably agrees not to claim that any such court is an inconvenient forum for any such suit, legal action or proceedings.

- 32.2 The taking of any suit, legal action or proceedings in any one or more jurisdictions shall not preclude the taking of any suit, legal action or proceedings in any other jurisdiction, whether concurrently or not.
- 32.3 For the purpose of the execution of this Agreement, the Borrower hereby irrevocably chooses domicile at its address mentioned in clause 34(b) (i).

33. NOTICES

- 33.1 Every notice, request, demand or other communication under this Agreement or (unless otherwise provided therein) under any other Transaction Document shall:

- (a) be in writing but may be given or made by telefax;
- (b) (i) if to be sent to the Borrower, be sent to it at:

20, St. Dunstan's Hill
LONDON EC3R 8HL
United Kingdom

(telefax nr. +44 207 626 0384)
(email: enquiries@vogt.co.uk)

- (ii) if to be sent to the Lender, be sent to it at:



Blaak 333
3011 GB Rotterdam
The Netherlands

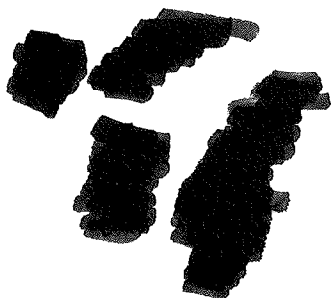
(telefax nr. +31(0)10-4003730)
(email: rabobankshipping@rotterdam.rabobank.nl)

or such other address, fax number or email address as is notified by one party to the other party under this Agreement;

- (b) be deemed to have been received (i) in the case of a letter 3 (three) days after the date of posting, (ii) in the case of a telefax, at the time of despatch, provided a positive transmission report is produced by the transmitting machine (provided that, in the case of a telefax, if the date of despatch is not a business day in the country of the addressee it shall be deemed to have been received at the opening of business on the next such business day) and (iii) in the case of email, at the time when actually received by the addressee in readable form.

34. GENERAL CONDITIONS

- 34.1 In addition to the terms and conditions of this Agreement the General Banking Conditions of the Lender shall apply. The Borrower hereby confirms the due receipt of these General Banking Conditions and acknowledges to have taken due notice of the contents thereof. However, in case of any conflict, contradiction or discrepancy between the terms of this Agreement and the terms of said General Banking Conditions, the terms of this Agreement shall prevail.



Schedule 1

SECURITY DOCUMENTS

The Security Documents that are required by the Lender to be executed as security for the payment of the Outstanding Indebtedness and the Borrower's other obligations under or pursuant to the Finance Documents are:

(a) in general:

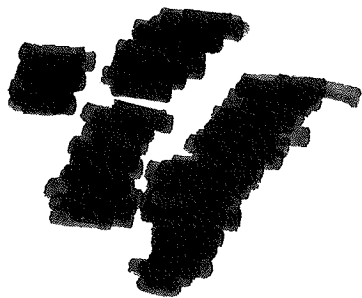
a guarantee, governed by English law executed or to be executed by the Guarantor in favour of the Lender (hereinafter called the "**Guarantee**");

(b) in relation to the Vessel:

(i) the Mortgage Deed; and

(ii) the Deed of Covenant;

the Guarantee, the Mortgage Deed, and the Deed of Covenant, all being Security Documents, each such Security Document to be in form and substance satisfactory to the Lender.



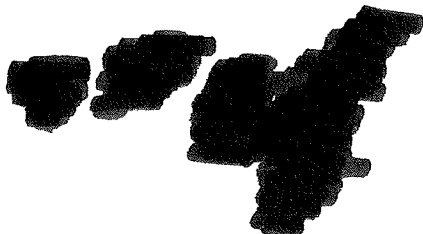
Schedule 2**CONDITIONS PRECEDENT**

Documents or evidence to be received by the Lender as conditions precedent under clause 4 (Conditions Precedent) for the drawdown of the Loan:

- (a) copies, certified by an officer of each Obligor as true, complete, valid and up-to-date, of:
 - (i) the incorporation of that Obligor;
 - (ii) resolutions of the board of directors and (to the extent required by the Lender and its legal advisers) of the shareholders of that Obligor, evidencing approval of the Transaction Documents and authorising and ratifying the execution of the same by an officer or other representative of that Obligor;
 - (iii) any power of attorney issued pursuant to such resolutions and (iv) such other documents or certificates as to corporate existence, standing, power, authority and representation as the Lender and its legal advisers may require;
 - (iv) a certificate of each Obligor containing a specimen of the signature of each person authorised by the resolutions and powers referred to in paragraphs (i) and (ii); and
 - (v) such other documents as requested by the Lender to satisfy its "know your customer" requirements;

(together with a certified English translation of any such document not in English);
- (b) copies, certified by an officer of each Obligor as true, complete, valid and up-to-date, of all consents, licences, approvals and authorisations required in connection with (i) the execution, validity or enforceability of the Transaction Documents, (ii) the compliance with the provisions thereof, (iii) the performance of the obligations thereunder and (iv) the transactions contemplated thereby;
- (c) the Current Account Agreement and the Debt Service Account Agreement and all documents to be delivered pursuant thereto each duly executed and in full force and effect;
- (d) evidence that :

- (i) the Vessel has been delivered by the Seller to the Borrower and accepted by the Borrower without reserve in accordance with the provisions of Contract and that title to the Vessel has been validly transferred by the Seller free of liens and encumbrances and any other claims of any nature whatsoever;
- (ii) the Vessel has been deleted from the Dutch ships registry free of registered encumbrances;
- (iii) the balance of the Contract Price not covered by the amount of the Loan has been paid to the Seller;
- (iv) the Vessel has been validly registered in the name of the Borrower under Manx flag in the Isle of Man ships register in accordance with the provisions of the laws of the Isle of Man free of liens and encumbrances;
- (e) evidence that the Vessel is insured to the entire satisfaction of the Lender against such risks, on such terms, through such brokers and with such underwriters or insurers as are approved by the Lender, such insurances to include hull & machinery, war risks, loss of hire and a protection & indemnity cover (including pollution risks);
- (f) the Security Documents as listed in Schedule 1 and all documents to be delivered pursuant thereto, each duly executed and in full force and effect, together with evidence that the Mortgage is available for immediate registration against the Vessel as a first ranking mortgage;
- (g) evidence that the Vessel is or will be managed by the Approved Manager on terms in all respects approved by the Lender;
- (h) evidence that an amount of € 75.000,-- is standing to the credit of the Debt Service Account;
- (i) evidence that an amount of € 275.000,-- is standing to the credit of the Current Account with a reservation of that amount for payment of costs relating to the upgrading, operating and survey of the Vessel only;
- (j) true copies of the Statutory Certificates;
- (k) a true copy of the Contract; and
- (l) such favourable certificates and/or opinions of the Lender's legal advisers as to any or all of the matters which are the subject of clause 2 (Representations and Warranties) and this Schedule 2.



Schedule 3**DRAWDOWN NOTICE**

From: Atlas Navigation Company Limited
20, St. Dunstan's Hill
LONDON EC3R 8HL
United Kingdom

To: Coöperatieve Rabobank Rotterdam U.A.
Blaak 333
3011 XB Rotterdam
The Netherlands

....., .. July 2013.

Dear Sirs,

We refer to the loan agreement dated 25 July 2013 (the "Loan Agreement"), made between ourselves as borrower and your bank as lender. Terms and expressions not defined herein shall have the same meaning as set forth in the Loan Agreement.

With reference to clause 3.2 of the Loan Agreement we hereby give you notice that we wish to drawdown the Loan in the amount of € 1.750.000,-- on .. July 2013 and we hereby irrevocably and unconditionally instruct you to transfer that amount on that date to account number [REDACTED] (the Current Account).

Subsequently we hereby irrevocably instruct you to debit the Current Account with an amount of € 17.500,-- for payment of the up-front fee owed by us to you under clause 11 (Fees) of the Loan Agreement and to make a payment from the Current Account in the amount of € 1.750.000,-- on .. July 2013 and to transfer that amount on our behalf on and for value that date to:

Account:	Kwaliteitsrekening	Notarissen	Rotterdam
	Nauta Dutilh		
Place of business:	Rotterdam		
Country:	The Netherlands		
IBAN number:	[REDACTED]		
BIC:	[REDACTED]		
SWIFT:	[SWIFT CODE]		

We confirm that at the date hereof the representations and warranties set out in clause 2

[REDACTED]

(Representations and Warranties) of the Loan Agreement are true and correct and no event which is or may become (with the passing of time, the giving of notice, the making of any determination under the Loan Agreement or any combination thereof) an Event of Default has occurred or would result from the disbursement of the Loan.

Yours faithfully,

ATLAS NAVIGATION COMPANY LIMITED




IN WITNESS whereof the Borrower and the Lender have caused this Agreement to be duly executed as a DEED the day and year first above written.


SIGNED as a DEED for and on behalf of:

ATLAS NAVIGATION COMPANY LIMITED

by:


C.J. Vogt
Director/Attorney-in-Fact
by virtue of a power of attorney
dated 23 July 2013

in the presence of:


18 B FLOADEN RD
LONDON, SE5 9LH.
LILIANA MORTALI

SOÖPERATIEVE RABOBANK ROTTERDAM U.A.


by:


A.J. Noordermeer


and


P. Maat

CO-SIGNED on behalf of the Guarantor for the purpose of approving and acknowledging the contents hereof.


P.J. Vogt
Director/Attorney-in-Fact
by virtue of a power of attorney
dated 23 July 2013

in the presence of:


TIMOTHY NAUSE
WRAFELD PARK
BRACKNELL BERKSHIRE RG42 3RB
ANDREW DAVY