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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13A-16 OR 15D-16
OF THE SECURITIES EXCHANGE ACT OF 1934

DATED: November 18, 2026

Commission File No. 001-33811

NAVIOS MARITIME PARTNERS L.P.

c/o Navios Shipmanagement Inc.
85 Akti Miaouli
Piraeus 18538, Greece
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

NAVIOS MARITIME PARTNERS L.P.
FORM 6-K

TABLE OF CONTENTS

	Page
Operating and Financial Review and Prospects	1
Exhibit List	18
INDEX	F-1

This report on Form 6-K is hereby incorporated by reference into the Navios Maritime Partners L.P. Registration Statement on Form F-3, File No. 333-296172.

Operating and Financial Review and Prospects

The following is a discussion of the financial condition and results of operations for the three and nine month periods ended September 30, 2026 and 2025 of Navios Maritime Partners L.P. (referred to herein as "we", "us", "Company" or "Navios Partners"). All of the financial statements have been stated in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"). You should read this section together with the consolidated financial statements and the accompanying notes included in Navios Partners' 2025 annual report filed on Form 20-F on March 12, 2026 (the "Annual Report") with the U.S. Securities and Exchange Commission (the "SEC").

This report contains and will contain forward-looking statements (as defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended) concerning future events, TCE rates (as defined herein), and Navios Partners' expected cash flow generation, the common unit repurchase program, future contracted revenues, future distributions and its ability to make distributions going forward, opportunities to reinvest cash accretively in a fleet renewal program or in other investments, potential capital gains, future tax liabilities, its ability to take advantage of dislocation in the market and Navios Partners' growth strategy and measures to implement such strategy, including expected vessel acquisitions and entering into further time charters and Navios Partners' ability to refinance its debt on attractive terms, or at all. Words such as "may", "expects", "intends", "plans", "believes", "anticipates", "hopes", "estimates" and variations of such words and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on the information available to, and the expectations and assumptions deemed reasonable by Navios Partners at the time these statements were made. Although Navios Partners believes that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct. These statements involve risks and are based upon a number of assumptions and estimates that are inherently subject to significant uncertainties and contingencies, many of which are beyond the control of Navios Partners. Actual results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause actual results to differ materially include, but are not limited to, risks relating to: global and regional economic and political conditions including global economic activity, demand for seaborne transportation of the products we ship, the ability and willingness of charterers to fulfill their obligations to us and prevailing charter rates, the economic condition of the markets in which we operate, shipyards performing scrubber installations, construction of newbuilding vessels, drydocking and repairs, changing vessel crews, availability of financing, potential disruption of shipping routes due to accidents, wars, armed conflicts, sanctions, diseases, pandemics, political and geopolitical events, piracy, attacks, or acts by terrorists, uncertainty relating to global trade, including prices of seaborne commodities, continuing issues related to seaborne volume and ton miles and the impact of tariffs, the adequacy of our insurance arrangements and our ability to obtain insurance and required certifications, our continued ability to enter into long-term time charters, our ability to maximize the use of our vessels, expected demand in the dry and liquid cargo shipping sectors in general and the demand for our dry bulk, containerships and tanker vessels in particular, fluctuations in charter rates for dry bulk, containerships and tanker vessels, the aging of our fleet and resultant increases in operations costs, the loss of any customer or charter or vessel, the financial condition of our customers, changes in the availability and costs of funding due to conditions in the debt market, capital markets and other factors, the repayment of debt and servicing of our bonds, fluctuations in interest rates and foreign exchange rates, increases in costs and expenses, including but not limited to: crew, insurance, provisions, port expenses, lube oil, bunkers, repairs, maintenance and general and administrative expenses, the expected cost of, and our ability to comply with, governmental regulations and maritime self-regulatory organization standards, as well as standard regulations imposed by our charterers applicable to our business, general domestic and international political conditions, competitive factors in the market in which Navios Partners operates, risks associated with operations outside the United States, the growing expectations from investors, lenders, charterers, and other market participants regarding our sustainability practices, as well as our capacity to implement sustainability initiatives and achieve our objectives and targets, and other factors listed from time to time in Navios Partners' filings with the SEC, including its Form 20-F and Form 6-K. Navios Partners expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change

in Navios Partners' expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based. Navios Partners makes no prediction or statement about the performance of its common units.

Recent Developments

In October 2026, Navios Partners entered into a new credit facility with a commercial bank for a total amount of up to $90.4 million in order to finance part of the acquisition cost of two Aframax/LR2 newbuilding tanker vessels, currently under construction. The facility matures seven years after the delivery date of each vessel and bears interest at Term Secured Overnight Financing Rate plus 40 bps per annum for any part of the loan secured by cash collateral and 130 bps per annum for the remaining loan amount.

In October 2026, Navios Partners agreed to acquire one VLCC newbuilding scrubber-fitted tanker vessel from an unrelated third party for a purchase price of $124.0 million. The vessel is expected to be delivered into Navios Partners' fleet during the second half of 2029. The closing of the transaction is subject to completion of customary documentation.

Overview

We are an international owner and operator of dry cargo and tanker vessels that was formed in August 2007 under the laws of the Republic of the Marshall Islands. We have been a publicly listed company since November 2007.

As of November 13, 2026, there were outstanding 28,136,055 common units and 622,296 general partnership units. Angeliki Frangou, our Chief Executive Officer and Chairwoman beneficially owned an approximately 18.3% common interest of the total outstanding common units, consisting of 5,157,677 common units held directly or indirectly through entities affiliated with her. In addition, an entity affiliated with Angeliki Frangou beneficially owned 622,296 general partnership units, representing an approximately 2.2% ownership interest in Navios Partners based on all outstanding common units and general partnership units.

Fleet

As of November 13, 2026, Navios Partners' fleet consisted of 65 dry bulk vessels, 54 containerships and 63 tanker vessels, including three newbuilding capesize vessels (chartered-in vessels under bareboat contracts) that are expected to be delivered in the second half of 2028 and during 2029, ten newbuilding containerships (two 7,900 TEU containerships, four 8,850 TEU containerships and four 10,100 TEU containerships) that are expected to be delivered through the first half of 2029 and 21 newbuilding tanker vessels (eight VLCC tanker vessels, eight aframax/LR2 and five MR2 product tanker vessels, of which three are chartered-in vessels under bareboat contracts) that are expected to be delivered through 2029. The fleet excludes a 4,730 TEU containership that has been agreed to be sold.

We generate revenues by charging our customers for the use of our vessels to transport their dry cargo commodities, containers, crude oil and/or refined petroleum products. In general, the vessels in our fleet are chartered-out under time charters with duration of up to 12 years at inception. From time to time, we operate vessels in the spot market until the vessels have been chartered out under short-term, medium-term and long-term charters.

The following table provides summary information about our fleet as of November 13, 2026:

Owned Dry bulk Vessels	Type	Built	Capacity (DWT)
Navios Christine B	Ultra-Handymax	2009	58,058
Navios Celestial	Ultra-Handymax	2009	58,063
Navios Venus	Ultra-Handymax	2015	61,339
Navios La Paix	Ultra-Handymax	2014	61,485
Navios Victory	Panamax	2014	77,095
Rainbow N	Panamax	2011	79,602
Unity N	Panamax	2011	79,642
Odysseus N	Panamax	2011	79,642
Navios Amber	Kamsarmax	2015	80,909
Navios Avior	Kamsarmax	2012	81,355
Navios Centaurus	Kamsarmax	2012	81,472
Navios Citrine	Kamsarmax	2017	81,626
Navios Dolphin	Kamsarmax	2017	81,630
Navios Horizon I [5]	Kamsarmax	2019	81,692
Navios Galaxy II	Kamsarmax	2020	81,789
Navios Uranus	Kamsarmax	2019	81,821
Navios Felicity I	Kamsarmax	2020	81,962
Navios Primavera [1]	Kamsarmax	2022	82,003
Navios Meridian [1]	Kamsarmax	2023	82,010
Navios Herakles I [2]	Kamsarmax	2019	82,036
Navios Magellan II	Kamsarmax	2020	82,037
Navios Sky [1]	Kamsarmax	2015	82,056
Navios Alegria [5]	Kamsarmax	2016	84,852
Navios Sphera	Kamsarmax	2016	84,872
Navios Coral	Kamsarmax	2016	84,904
Navios Stellar [1]	Capesize	2009	168,818
Navios Antares	Capesize	2010	168,876
Navios Aurora II	Capesize	2009	169,031
Navios Symphony	Capesize	2010	177,960
Navios Ace [1]	Capesize	2011	178,929
Navios Buena Ventura	Capesize	2010	178,953
Navios Aster	Capesize	2010	178,978
Navios Melodia	Capesize	2010	178,982
Navios Luz	Capesize	2010	178,989
Navios Azimuth [1]	Capesize	2011	179,013
Navios Etoile	Capesize	2010	179,048
Navios Bonheur	Capesize	2010	179,049
Navios Fulvia	Capesize	2010	179,077
Navios Altamira	Capesize	2011	179,145
Navios Ray [1]	Capesize	2012	179,515
Navios Happiness	Capesize	2009	180,022
Navios Bonavis [1]	Capesize	2009	180,022
Navios Fantastiks	Capesize	2005	180,055
Navios Phoenix	Capesize	2009	180,060
Navios Sol [1]	Capesize	2009	180,274
Navios Lumen [5]	Capesize	2009	180,493
Navios Canary	Capesize	2015	180,528
Navios Corali	Capesize	2015	181,088
Navios Gem	Capesize	2014	181,206
Navios Joy	Capesize	2013	181,215
Navios Felix [5]	Capesize	2016	181,221
Navios Mars	Capesize	2016	181,259
Navios Koyo	Capesize	2011	181,415

Navios Azalea [2]	Capesize	2022	182,064
Navios Armonia [2]	Capesize	2022	182,079
Navios Altair [2]	Capesize	2023	182,115
Navios Sakura [2]	Capesize	2023	182,169
Navios Amethyst [2]	Capesize	2023	182,212
Navios Astra [4]	Capesize	2022	182,393

Owned Containerships	**Built**	**Capacity (TEU)**
Spectrum N	2009	2,546
Fleur N	2012	2,782
Ete N	2012	2,782
Navios Summer	2006	3,450
Navios Verano	2006	3,450
Matson Lanai	2007	4,250
Navios Verde	2007	4,250
Navios Amarillo	2007	4,250
Navios Vermilion	2007	4,250
Navios Azure	2007	4,250
Navios Indigo	2007	4,250
Navios Domino	2008	4,250
Matson Oahu	2008	4,250
Navios Destiny	2009	4,250
Navios Devotion	2009	4,250
Navios Lapis	2009	4,250
Navios Dorado	2010	4,250
Carmel I	2010	4,360
Zim Baltimore	2010	4,360
Navios Bahamas	2010	4,360
Navios Miami	2009	4,563
Navios Jasmine [3]	2008	4,730
Navios Chrysalis	2008	4,730
Navios Nerine	2008	4,730
Sparrow	2023	5,300
Zim Eagle	2024	5,300
Condor	2024	5,300
Hawk I	2024	5,300
Zim Falcon	2024	5,300
Pelican I	2024	5,300
Seagull [5]	2024	5,300
Zim Albatross [5]	2024	5,300
DP World Jeddah [1]	2024	5,300
DP World Jebel Ali [1]	2024	5,300
Hyundai Shanghai	2006	6,800
Hyundai Tokyo	2006	6,800
Hyundai Hongkong	2006	6,800
Hyundai Singapore	2006	6,800
Hyundai Busan	2006	6,800
HMM Ocean	2025	7,700
HMM Sky	2025	7,700
Navios Cyan	2026	7,900
Navios Turquoise	2026	7,900
Navios Unison	2010	10,000
Navios Constellation	2011	10,000

Owned Tanker Vessels	Type	Built	Capacity (DWT)
Hector N	MR1 Product Tanker	2008	38,402
Nave Aquila	MR2 Product Tanker	2012	49,991
Nave Atria	MR2 Product Tanker	2012	49,992
Nave Ohana [2]	MR2 Product Tanker	2025	49,994
Nave Capella [1]	MR2 Product Tanker	2013	49,995
Nave Hina [2]	MR2 Product Tanker	2026	49,996
Nave Alderamin [1]	MR2 Product Tanker	2013	49,998
Nave Pyxis	MR2 Product Tanker	2014	49,998
Nave Harmony [2]	MR2 Product Tanker	2026	49,998
Nave Bellatrix	MR2 Product Tanker	2013	49,999
Nave Orion [1]	MR2 Product Tanker	2013	49,999
Nave Titan	MR2 Product Tanker	2013	49,999
Nave Jupiter	MR2 Product Tanker	2014	49,999
Nave Velocity	MR2 Product Tanker	2015	49,999
Nave Sextans	MR2 Product Tanker	2015	49,999
Nave Luminosity	MR2 Product Tanker	2014	50,240
Bougainville	MR2 Product Tanker	2013	50,626
Nave Cetus	LR1 Product Tanker	2012	74,581
Nave Ariadne	LR1 Product Tanker	2007	74,671
Nave Rigel	LR1 Product Tanker	2013	74,673
Nave Atropos	LR1 Product Tanker	2013	74,695
Nave Cassiopeia	LR1 Product Tanker	2012	74,711
Nave Cielo	LR1 Product Tanker	2007	74,896
Nave Andromeda	LR1 Product Tanker	2011	75,000
Nave Estella	LR1 Product Tanker	2012	75,000
Nave Cosmos	Aframax / LR2	2024	115,651
Nave Polaris	Aframax / LR2	2024	115,699
Nave Photon	Aframax / LR2	2024	115,752
Nave Dorado	Aframax / LR2	2025	115,762
Nave Neutrino	Aframax / LR2	2025	115,807
Nave Perseus	Aframax / LR2	2025	115,812
Nave Amaryllis [5]	Aframax / LR2	2026	116,934
Nave Anthos [1]	Aframax / LR2	2026	116,998
Nave Orbit [5]	Aframax / LR2	2026	117,012
Nave Equator [1]	Aframax / LR2	2026	117,059
Nave Universe	VLCC	2011	297,066
Nave Quasar	VLCC	2010	297,376
Nave Synergy	VLCC	2010	309,483

Bareboat-in Vessels [6]	Type	Built	Capacity (DWT)
Navios Star	Kamsarmax	2021	81,994
Navios Amitie	Kamsarmax	2021	82,002
Navios Libra	Kamsarmax	2019	82,011
Nave Electron	VLCC	2021	313,239
Nave Celeste	VLCC	2022	313,418
Nave Allegro	VLCC	2020	313,433
Nave Tempo	VLCC	2021	313,486

Dry bulk Vessels to be Delivered	Type	Expected Delivery	Capacity (DWT)
TBN XVIII [2]	Capesize	H2 2028	181,500
TBN XIX [2]	Capesize	H1 2029	181,500
TBN XXVI [2]	Capesize	H2 2029	181,500

Containerships to be Delivered	Expected Delivery	Capacity (TEU)
TBN X	H1 2027	7,900
TBN XI	H1 2027	7,900
TBN XIV	H2 2027	8,850
TBN XV	H2 2027	8,850
TBN XVI	H2 2027	8,850
TBN XVII	H1 2028	8,850
TBN XXVIII	H2 2028	10,100
TBN XXIX	H2 2028	10,100
TBN XXX	H1 2029	10,100
TBN XXXI	H1 2029	10,100

Tanker Vessels to be Delivered	Type	Expected Delivery	Capacity (DWT)
TBN I [2]	MR2 Product Tanker	Q4 2026	52,000
TBN II [2]	MR2 Product Tanker	H1 2027	52,000
TBN III [2]	MR2 Product Tanker	H1 2027	52,000
TBN XXXII	MR2 Product Tanker	H2 2029	50,000
TBN XXXIII	MR2 Product Tanker	H2 2029	50,000
TBN IV	Aframax/LR2	H1 2027	115,000
TBN V	Aframax/LR2	H1 2027	115,000
TBN VI [1]	Aframax/LR2	H1 2027	115,000
TBN XII	Aframax/LR2	H1 2027	115,000
TBN XIII	Aframax/LR2	H1 2027	115,000
TBN VII	Aframax/LR2	H2 2027	115,000
TBN VIII	Aframax/LR2	H2 2027	115,000
TBN IX	Aframax/LR2	H1 2028	115,000
TBN XX	VLCC	H1 2028	319,000
TBN XXI	VLCC	H2 2028	319,000
TBN XXII	VLCC	H2 2028	319,000
TBN XXIII	VLCC	H2 2028	319,000
TBN XXIV	VLCC	H1 2029	319,000
TBN XXV	VLCC	H1 2029	319,000
TBN XXVII	VLCC	H2 2029	319,000
TBN XXXIV	VLCC	H2 2029	319,000

(1) The vessel is subject to a sale and leaseback transaction with a purchase obligation at the end of the contract.

(2) The vessel is subject to a bareboat contract with a purchase option at the end of the contract.

(3) Vessel agreed to be sold.

(4) The vessel is subject to a bareboat contract with a purchase obligation at the end of the contract.

(5) The vessel is subject to a sale and leaseback transaction with a purchase option at the end of the contract.

(6) The vessels have been classified as operating leases in the Company’s Consolidated Balance Sheets.

Our Charters

We provide seaborne shipping services under short-term, medium-term, and long-term time charters, bareboat charters and voyage charters with customers that we believe are creditworthy. For each of the nine month periods ended September 30, 2026 and 2025, only one customer accounted for 10.0% or more of our total revenues and represented approximately 12.2% and 15.1%, respectively, of our total revenues.

Our revenues are driven by the number of vessels in the fleet, the number of days during which the vessels operate and our charter hire rates, which, in turn, are affected by a number of factors, including but not limited to:

- the duration of the charters;
- the level of spot and long-term market rates at the time of entering into each charter;
- decisions relating to vessel acquisitions and disposals;
- the amount of time that vessels are off-hire or in drydock undergoing repairs and upgrades;
- the age, condition and specifications of the vessels;
- the level of supply and demand in the liquid, dry and containerized cargo shipping industry;
- economic conditions, such as the impact of inflationary cost pressures, decreased consumer discretionary spending, increasing interest rates, recession or financial market instability or imposition of sanctions, tariffs or other fees affecting trade or vessel movements; and
- armed conflicts, such as the continuing Ukrainian and Middle East military conflicts, including in the Persian Gulf and the Strait of Hormuz.

Time charters are available for varying periods, ranging from a single trip (spot charter) to long-term which may be many years. In general, a long-term time charter assures the vessel owner of a consistent stream of revenue. Operating the vessel in the spot market affords the owner greater spot market opportunity, which may result in high rates when vessels are in high demand or low rates when vessel availability exceeds demand. We intend to operate our vessels in the long-term charter market. Vessel charter rates are affected by world economics, international events, weather conditions, strikes, governmental policies, supply and demand and many other factors that might be beyond our control. Please read the section entitled “Risk Factors” in our Annual Report for a discussion of certain risks inherent in our business.

We could lose a customer or the benefits of a charter if:

- the customer fails to make charter payments because of its financial inability, disagreements with us or otherwise;
- the customer exercises certain rights to terminate the charter of the vessel;
- the customer terminates the charter because we fail to deliver the vessel within a fixed period of time, the vessel is lost or damaged beyond repair, there are serious deficiencies in the vessel or prolonged periods of off-hire, or we default under the charter; or
- a prolonged force majeure event affecting the customer, including damage to or destruction of relevant production or end-use facilities or political unrest prevents us from performing services for that customer.

Under some of our time charters, either party may terminate the charter contract in the event of war in specified countries or in locations that would significantly disrupt the free trade of the vessel. Some of the time charters covering our vessels require us to return to the charterer, upon the loss of the vessel, all advances paid by the charterer but not earned by us.

Trends and Factors Affecting Our Future Results of Operations

We believe the principal factors that will affect our future results of operations are the economic, regulatory, political and governmental conditions that affect the shipping industry generally and that affect conditions in countries and markets in which our vessels engage in business. Please read “Risk Factors” in our Annual Report for a discussion of certain risks inherent in our business.

Results of Operations

Overview

The following table reflects certain key indicators of Navios Partners' fleet performance for the three and nine month periods ended September 30, 2026 and 2025.

	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
Available Days[(1)]	13,479	13,443	39,735	40,287
Operating Days[(2)]	13,380	13,331	39,484	39,976
Fleet Utilization[(3)]	99.3%	99.2%	99.4%	99.2%
Opex Days[(4)]	13,458	13,994	40,018	41,283
Time Charter Equivalent rate (per day)[(5)]	$ 30,371	$ 24,167	$ 28,209	$ 22,825
Opex rate (per day)[(6)]	$ 7,320	$ 6,798	$ 7,223	$ 6,961
Vessels operating at end of periods	150	152	150	152

(1) Available days for the fleet represent total calendar days the vessels were in Navios Partners' possession for the relevant period after subtracting off-hire days associated with scheduled repairs, drydockings or special surveys and ballast days. The shipping industry uses available days to measure the number of days in a relevant period during which a vessel is capable of generating revenues.

(2) Operating days are the number of available days in the relevant period less the aggregate number of days that the vessels were off-hire due to any reason, including unforeseen circumstances. The shipping industry uses operating days to measure the aggregate number of days in a relevant period during which vessels actually generate revenues.

(3) Fleet utilization is the percentage of time that Navios Partners' vessels were available for generating revenue, and is determined by dividing the number of operating days during a relevant period by the number of available days during that period. The shipping industry uses fleet utilization to measure efficiency in finding employment for vessels and minimizing the number of days that its vessels were off-hire for reasons other than scheduled repairs, drydockings or special surveys.

(4) Opex days for the fleet represent total calendar days the vessels were in Navios Partners' possession for the relevant period after subtracting total calendar days of Navios Partners' charter-in vessels and bareboat-out vessels.

(5) Time Charter Equivalent rate ("TCE rate") per day is defined as voyage, time charter revenues and charter-out revenues under bareboat contracts (grossed up by the applicable vessel operating expenses for the respective periods) less voyage expenses during a period divided by the number of available days during the period. The TCE rate per day is a customary shipping industry performance measure used primarily to present the actual daily earnings generated by vessels on various types of charter contracts for the number of available days of the fleet.

(6) Opex rate per day is defined as vessel operating expenses divided by the number of opex days during the period.

FINANCIAL HIGHLIGHTS

The following table presents consolidated revenue and expense information for the three and nine month periods ended September 30, 2026 and 2025.

	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
	(In thousands of U.S. dollars)			
Time charter and voyage revenues	$ 431,964	$ 346,923	$ 1,199,137	$ 978,593
Time charter and voyage expenses	(33,965)	(32,652)	(110,516)	(93,884)
Vessel operating expenses	(98,514)	(95,135)	(289,060)	(287,381)
General and administrative expenses	(24,250)	(23,059)	(72,482)	(68,453)
Depreciation and amortization	(83,155)	(109,041)	(247,767)	(268,471)
Amortization of unfavorable lease terms	—	2,944	3,586	8,736
Gain/ (loss) on sale of vessels, net	21,913	(93)	63,449	(422)
Interest expense and finance cost, net	(29,949)	(34,732)	(89,869)	(101,727)
Interest income	4,892	3,214	12,254	9,677
Other expense, net	(3,278)	(2,037)	(8,811)	(8,662)
Net income	**$ 185,658**	**$ 56,332**	**$ 459,921**	**$ 168,006**
EBITDA[(1)]	**$ 293,870**	**$ 193,947**	**$ 781,717**	**$ 519,791**
Adjusted EBITDA[(1)]	**$ 271,957**	**$ 194,040**	**$ 718,268**	**$ 520,213**
Operating Surplus [(1)]	**$ 171,616**	**$ 83,879**	**$ 405,638**	**$ 198,175**

(1) EBITDA, Adjusted EBITDA and Operating Surplus are non-GAAP financial measures. See "Reconciliation of EBITDA and Adjusted EBITDA to Net Cash from Operating Activities, EBITDA and Operating Surplus" for a description of EBITDA, Adjusted EBITDA and Operating Surplus and a reconciliation of EBITDA, Adjusted EBITDA and Operating Surplus to the most comparable measure under U.S. GAAP.

Period over Period Comparisons

For the three month period ended September 30, 2026 compared to the three month period ended September 30, 2025

Time charter and voyage revenues: Time charter and voyage revenues for the three month period ended September 30, 2026 increased by $85.1 million, or 24.5%, to $432.0 million, as compared to $346.9 million for the same period in 2025. The increase in revenue was mainly attributable to the increase in the TCE rate. For the three month periods ended September 30, 2026 and 2025, time charter and voyage revenues were positively affected by $2.2 million and $6.3 million, respectively, relating to the straight-line effect of the charters with de-escalating rates. The TCE rate increased by 25.7% to $30,371 per day, as compared to $24,167 per day for the same period in 2025. The available days of the fleet slightly increased by 0.3% to 13,479 days for the three month period ended September 30, 2026, as compared to 13,443 days for the same period in 2025.

Time charter and voyage expenses: Time charter and voyage expenses for the three month period ended September 30, 2026 increased by $1.3 million to $34.0 million, as compared to $32.7 million for the same period in 2025. The increase was attributable to a: (i) $1.0 million increase in commercial management fees under the management agreement and $0.7 million increase in brokers' commissions, both attributable to the increase on revenues; and (ii) $0.5 million increase in other voyage expenses. The increase was partially mitigated by a $0.9 million decrease in bunker expenses arising from the decreased days of freight voyages in the third quarter of 2026.

Vessel operating expenses: Vessel operating expenses for the three month period ended September 30, 2026 increased by $3.4 million to $98.5 million, as compared to $95.1 million for the same period in 2025. The increase was due to a 7.7% increase in the opex daily rate to $7,320, primarily attributable to higher maintenance, repair and spares expenses, partially mitigated by a 3.8% decrease in the opex days.

General and administrative expenses: General and administrative expenses increased by $1.2 million to $24.3 million for the three month period ended September 30, 2026, as compared to $23.1 million for the same period in 2025.

Depreciation and amortization: Depreciation and amortization amounted to $83.2 million for the three month period ended September 30, 2026, as compared to $109.0 million for the same period in 2025. The decrease of $25.8 million was attributable to a: (i) $28.8 million decrease in amortization of favorable lease terms of intangible assets mainly due to the termination of contracts for two vessels in the three month period ended September 30, 2025; and (ii) $3.7 million decrease in depreciation expense due to the sale of 13 vessels since the third quarter of 2025. The above decrease was partially mitigated by a: (i) $4.3 million increase in depreciation expense due to the delivery of nine vessels and the acquisition of four vessels since the third quarter of 2025; (ii) $2.1 million increase in amortization of the deferred drydock and special survey costs due to the increase in the number of vessels that underwent drydocking or special survey; and (iii) $0.3 million increase in depreciation expense mainly due to vessel improvements. Depreciation of vessels is calculated using an estimated useful life of 25 years for dry bulk and tanker vessels and 30 years for containerships from the date the vessel was originally delivered from the shipyard.

Amortization of unfavorable lease terms: Amortization of unfavorable lease terms amounted to $0 and $2.9 million for the three month periods ended September 30, 2026 and 2025, respectively, relating to the amortization of the fair value of the time charters with unfavorable lease terms as determined at the acquisition date of Navios Maritime Containers L.P. ("Navios Containers"). The unfavorable lease terms were fully amortized during the second quarter of 2026.

Gain/ (loss) on sale of vessels, net: Gain on sale of vessels amounted to $21.9 million for the three month period ended September 30, 2026, relating to the sale of our vessels. Loss on sale of vessels, net amounted to $0.1 million for the three month period ended September 30, 2025, relating to the sale and the committed sale of our vessels.

Interest expense and finance cost, net: Interest expense and finance cost, net for the three month period ended September 30, 2026, decreased by $4.8 million to $29.9 million, as compared to $34.7 million for the same period in 2025. The decrease was mainly due to an increase in interest expense capitalized related to deposits for vessel acquisitions, a decrease in the discount effect of long-term assets and other finance costs and a decrease in interest expense related to the Company's overall financing arrangements. The weighted average interest rate for the three month period ended September 30, 2026 decreased to 5.7% from 6.3% for the same period in 2025, while Navios Partners' weighted average loan balance increased to $2,302.3 million for the three month period ended September 30, 2026, as compared to $2,194.7 million for the same period in 2025.

Interest income: Interest income amounted to $4.9 million for the three month period ended September 30, 2026, as compared to $3.2 million for the same period in 2025, mainly due to the increase of interest income from time deposits.

Other expense, net: Other expense, net amounted to $3.3 million for the three month period ended September 30, 2026, as compared to $2.0 million for the same period in 2025, mainly due to the decrease in other miscellaneous income, net, partially mitigated by the decrease in claims.

Net income: Net income for the three month period ended September 30, 2026 amounted to $185.7 million as compared to $56.3 million for the same period in 2025. The increase in net income of $129.4 million was due to the factors discussed above.

For the nine month period ended September 30, 2026 compared to the nine month period ended September 30, 2025

Time charter and voyage revenues: Time charter and voyage revenues for the nine month period ended September 30, 2026 increased by $220.5 million, or 22.5%, to $1,199.1 million, as compared to $978.6 million for the same period in 2025. The increase in revenue was mainly attributable to the increase in the TCE rate. For the nine month periods ended September 30, 2026 and 2025, time charter and voyage revenues were positively affected by $12.5 million and $10.1 million, respectively, relating to the straight-line effect of the charters with de-escalating rates. The TCE rate increased by 23.6% to $28,209 per day, as compared to $22,825 per day for the same period in 2025. The available days of the fleet decreased by 1.4% to 39,735 days for the nine month period ended September 30, 2026, as compared to 40,287 days for the same period in 2025.

Time charter and voyage expenses: Time charter and voyage expenses for the nine month period ended September 30, 2026 increased by $16.6 million to $110.5 million, as compared to $93.9 million for the same period in 2025. The increase was attributable to a: (i) $9.8 million increase in other voyage expenses, primarily reflecting additional insurance premiums, reimbursed by charterers; (ii) $2.3 million increase in commercial management fees under the management agreement and $1.8 million increase in brokers' commissions, both attributable to the increase on revenues; (iii) $1.4 million increase in bunker expenses arising from the increased days of freight voyages in the nine month period ended September 30, 2026; and (iv) $1.3 million increase in port expenses.

Vessel operating expenses: Vessel operating expenses for the nine month period ended September 30, 2026 increased by $1.7 million to $289.1 million, as compared to $287.4 million for the same period in 2025. The increase was due to a 3.8% increase in the opex daily rate to $7,223, primarily attributable to higher maintenance, repair and spares expenses, partially mitigated by a 3.1% decrease in the opex days.

General and administrative expenses: General and administrative expenses increased by $4.0 million to $72.5 million for the nine month period ended September 30, 2026, as compared to $68.5 million for the same period in 2025, mainly due to the higher euro-dollar exchange rate prevailing during the nine month period ended September 30, 2026, as well as the increase in legal and professional fees, audit fees and other administrative expenses.

Depreciation and amortization: Depreciation and amortization amounted to $247.8 million for the nine month period ended September 30, 2026, as compared to $268.5 million for the same period in 2025. The decrease of $20.7 million was attributable to: (i) a $34.3 million decrease in amortization of favorable lease terms of intangible assets mainly due to the termination of contracts for two vessels in the nine month period ended September 30, 2025; and (ii) an $11.1 million decrease in depreciation expense due to the sale of 16 vessels in 2025 and during the nine month period ended September 30, 2026. The above decrease was partially mitigated by a: (i) $12.6 million increase in amortization of the deferred drydock and special survey costs due to the increase in the number of vessels that underwent drydocking or special survey; (ii) $10.9 million increase in depreciation expense due to the delivery of 14 vessels and the acquisition of four vessels in 2025 and during the nine month period ended September 30, 2026; and (iii) $1.2 million increase in depreciation expense mainly due to vessel improvements. Depreciation of vessels is calculated using an estimated useful life of 25 years for dry bulk and tanker vessels and 30 years for containerships from the date the vessel was originally delivered from the shipyard.

Amortization of unfavorable lease terms: Amortization of unfavorable lease terms amounted to $3.6 million and $8.7 million for the nine month periods ended September 30, 2026 and 2025, respectively, relating to the amortization of the fair value of the time charters with unfavorable lease terms as determined at the acquisition date of Navios Containers. The unfavorable lease terms were fully amortized during the second quarter of 2026.

Gain/ (loss) on sale of vessels, net: Gain on sale of vessels, net amounted to $63.4 million for the nine month period ended September 30, 2026, relating to the sale of our vessels. Loss on sale of vessels, net amounted to $0.4 million for the nine month period ended September 30, 2025, relating to the sale and the committed sale of our vessels.

Interest expense and finance cost, net: Interest expense and finance cost, net for the nine month period ended September 30, 2026, decreased by $11.8 million to $89.9 million, as compared to $101.7 million for the same period in 2025. The decrease was mainly due to a decrease in interest expense related to the Company's overall financing arrangements and an increase in interest expense capitalized related to deposits for vessel acquisitions. The weighted average interest rate for the nine month period ended September 30, 2026 decreased to 5.7% from 6.3% for the same period in 2025, while Navios Partners' weighted average loan balance increased to $2,247.6 million for the nine month period ended September 30, 2026, as compared to $2,196.4 million for the same period in 2025.

Interest income: Interest income amounted to $12.3 million for the nine month period ended September 30, 2026, as compared to $9.7 million for the same period in 2025, mainly due to the increase of interest income from time deposits.

Other expense, net: Other expense, net amounted to $8.8 million for the nine month period ended September 30, 2026, as compared to $8.7 million for the same period in 2025.

Net income: Net income for the nine month period ended September 30, 2026 amounted to $459.9 million as compared to $168.0 million for the same period in 2025. The increase in net income of $291.9 million was due to the factors discussed above.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have, a current or future material effect on our financial condition, results of operations, liquidity, capital expenditures or capital resources.

Liquidity and Capital Resources

We anticipate that our primary sources of funds for our short-term liquidity needs will consist of cash flows from operations, our equity offerings, proceeds from asset sales, long-term bank borrowings and other debt raisings. In addition to distributions on our units and common unit repurchase program, our primary short-term liquidity needs are to fund general working capital requirements, cash reserve requirements including those under our credit facilities and debt service, while our long-term liquidity needs primarily relate to expansion and investment capital expenditures and maintenance capital expenditures and debt repayment. As of September 30, 2026, Navios Partners' current assets totaled $640.6 million, while current liabilities totaled $396.0 million, resulting in a positive working capital position of $244.6 million. Navios Partners' cash forecast indicates that it will generate sufficient cash through its contracted revenue as of November 13, 2026, of $5.0 billion, cash proceeds from the sale of vessels (see Note 4 – Vessels, net to the unaudited condensed consolidated financial statements included elsewhere in this report) and undrawn amounts available under credit facilities to make the required principal and interest payments on its

indebtedness, to make payments for capital expenditures and provide for the normal working capital requirements of the business for a period of at least 12 months from the date of issuance of our unaudited condensed consolidated financial statements.

Generally, our long-term sources of funds for acquisitions and expansion and investment capital expenditures derive from cash from operations, long-term bank borrowings and other debt or equity financings. We cannot assure you that we will be able to secure adequate financing or to obtain additional funds on favorable terms, to meet our liquidity needs.

Cash deposits and cash equivalents in excess of amounts covered by government-provided insurance are exposed to loss in the event of non-performance by financial institutions. Navios Partners does maintain cash deposits and cash equivalents in excess of government-provided insurance limits. Navios Partners also mitigates exposure to credit risk by dealing with a diversified group of major financial institutions.

Navios Partners may use funds to repurchase its outstanding common units and/or repay indebtedness from time to time. Repurchases may be made in the open market, or through privately negotiated transactions or otherwise, in compliance with applicable laws, rules and regulations, at prices and on terms Navios Partners deems appropriate and subject to its cash requirements for other purposes, compliance with the covenants under Navios Partners' credit facilities, bonds and other financing agreements, and other factors management deems relevant.

In July 2022, the Board of Directors of Navios Partners authorized a common unit repurchase program for up to $100.0 million. In July 2026, the Board of Directors of Navios Partners authorized a new common unit repurchase program for up to $200.0 million that became effective in the third quarter of 2026. Upon termination of the previously authorized $100.0 million common unit repurchase program in August 2026, the remaining availability was added to the Company's new common unit repurchase program, resulting in an aggregate repurchase authorization of up to $207.4 million. Common unit repurchases will be made from time to time for cash in open market transactions at prevailing market prices or in privately negotiated transactions. The timing and amount of repurchases under the program will be determined by Navios Partners' management based upon market conditions and financial and other considerations, including working capital and planned or anticipated growth opportunities. The program does not require any minimum repurchase or any specific number of common units and may be suspended or reinstated at any time in Navios Partners' discretion and without notice. The Board of Directors will review the program periodically. As of November 13, 2026, Navios Partners had repurchased 2,048,333 common units since the commencement of its initial common unit repurchase program in 2024, for a total cost of approximately $107.7 million.

The following table presents cash flow information derived from the unaudited condensed Consolidated Statements of Cash Flows of Navios Partners for the nine month periods ended September 30, 2026 and 2025.

	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
	(In thousands of U.S. dollars)	
Net cash provided by operating activities	$ 548,682	$ 381,257
Net cash used in investing activities	(613,575)	(338,660)
Net cash provided by financing activities	25,277	18,699
(Decrease)/ increase in cash, cash equivalents and restricted cash	**$ (39,616)**	**$ 61,296**

Net cash provided by operating activities for the nine month period ended September 30, 2026 as compared to the net cash provided by operating activities for the nine month period ended September 30, 2025

Net cash provided by operating activities increased by $167.4 million to $548.7 million for the nine month period ended September 30, 2026, as compared to $381.3 million for the same period in 2025. In determining net cash provided by operating activities, net income is adjusted for the effects of certain non-cash items as discussed below.

The aggregate adjustments to reconcile net income to net cash provided by operating activities were $169.6 million of non-cash positive net adjustments for the nine month period ended September 30, 2026, which consisted of the following adjustments: (i) $247.8 million depreciation and amortization; and (ii) $5.9 million amortization and write-off of deferred finance costs and bond premium. These adjustments were partially mitigated by: (i) a $63.4 million gain on sale of vessels, net; (ii) $16.6 million of other non-cash adjustments; (iii) $3.6 million amortization of unfavorable lease terms; and (iv) $0.5 million amortization of operating lease assets/ liabilities.

The net cash outflow resulting from the change in operating assets and liabilities of $80.8 million for the nine month period ended September 30, 2026 resulted from: (i) $67.1 million in payments for drydock and special survey costs; (ii) a $28.8 million increase in accounts receivable; (iii) an $11.5 million increase in prepaid expenses and other assets; (iv) a $2.1 million decrease in accounts payable; and (v) a $0.4 million decrease in deferred revenue. This was partially mitigated by a: (i) $23.1 million increase in amounts due to related parties; and (ii) $6.0 million increase in accrued expenses.

The aggregate adjustments to reconcile net income to net cash provided by operating activities were $256.1 million of non-cash positive net adjustments for the nine month period ended September 30, 2025, which consisted of the following adjustments: (i) $268.5 million depreciation and amortization; (ii) $6.3 million amortization and write-off of deferred finance costs; and (iii) a $0.4 million loss on sale of vessels, net. These adjustments were partially mitigated by: (i) $9.8 million of other non-cash adjustments; (ii) $8.7 million amortization of unfavorable lease terms; and (iii) $0.6 million amortization of operating lease assets/ liabilities.

The net cash outflow resulting from the change in operating assets and liabilities of $42.8 million for the nine month period ended September 30, 2025 resulted from: (i) $138.8 million in payments for drydock and special survey costs; and (ii) a $3.1 million decrease in accounts payable. This was partially mitigated by a: (i) $53.9 million increase in amounts due to related parties; (ii) $36.6 million decrease in amounts due from related parties; (iii) $3.3 million increase in deferred revenue; (iv) $2.7 million increase in accrued expenses; (v) $1.5 million decrease in accounts receivable; and (vi) $1.1 million decrease in prepaid expenses and other assets.

Net cash used in investing activities for the nine month period ended September 30, 2026 as compared to the net cash used in investing activities for the nine month period ended September 30, 2025

Net cash used in investing activities for the nine month period ended September 30, 2026 amounted to $613.6 million as compared to $338.7 million for the same period in 2025.

Net cash used in investing activities of $613.6 million for the nine month period ended September 30, 2026 was mainly due to: (i) $336.2 million related to vessel acquisitions and additions; (ii) $329.5 million related to deposits for the acquisition/ option to acquire vessels and capitalized expenses; and (iii) a $134.5 million increase in time deposits with original maturities greater than three months. This was partially mitigated by $186.6 million of proceeds related to the sale of five vessels and the seller's credit with Navios South American Logistics Inc.

Net cash used in investing activities of $338.7 million for the nine month period ended September 30, 2025 was mainly due to: (i) $209.6 million related to vessel acquisitions and additions; (ii) $195.9 million related to deposits for the acquisition/ option to acquire vessels and capitalized expenses; and (iii) an $8.2 million increase in time deposits with original maturities greater than three months. This was partially mitigated by $75.0 million of proceeds related to the sale of six vessels.

Net cash provided by financing activities for the nine month period ended September 30, 2026 as compared to net cash provided by financing activities for the nine month period ended September 30, 2025

Net cash provided by financing activities increased by $6.6 million to $25.3 million inflow for the nine month period ended September 30, 2026, as compared to $18.7 million inflow for the same period in 2025.

Net cash provided by financing activities of $25.3 million for the nine month period ended September 30, 2026 was mainly due to: (i) $394.5 million of proceeds from the credit facilities and sale and leaseback agreements; and (ii) $30.8 million of proceeds from the tap issue of the senior unsecured bonds. This was partially mitigated by: (i) $361.4 million of repayments of long-term debt, finance lease and financial liabilities; (ii) $32.0 million related to the acquisition of treasury units; (iii) $4.9 million of payments for cash distributions; and (iv) $1.7 million payments of deferred finance costs related to the credit facilities, bonds and financial liabilities.

Net cash provided by financing activities of $18.7 million for the nine month period ended September 30, 2025 was mainly due to $517.5 million of proceeds from the new credit facilities and sale and leaseback agreements. This was partially mitigated by: (i) $451.6 million of repayments of long-term debt, finance lease and financial liabilities; (ii) $33.0 million related to the acquisition of treasury units; (iii) $9.7 million payments of deferred finance costs related to the new credit facilities and financial liabilities; and (iv) $4.5 million of payments for cash distributions.

Reconciliation of EBITDA and Adjusted EBITDA to Net Cash from Operating Activities, EBITDA and Operating Surplus

	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
	(In thousands of U.S. dollars)			
Net cash provided by operating activities	$ 235,393	$ 103,077	$ 548,682	$ 381,257
Net increase in operating assets	30,643	71,558	107,410	99,533
Net increase in operating liabilities	(21,285)	(14,897)	(26,620)	(56,649)
Net interest cost	25,057	31,518	77,615	92,050
Amortization and write-off of deferred finance costs and bond premium	(2,164)	(2,405)	(5,935)	(6,304)
Amortization of operating lease assets/ liabilities	167	189	540	562
Other non-cash adjustments	4,146	5,000	16,576	9,764
Gain/ (loss) on sale of vessels, net	21,913	(93)	63,449	(422)
EBITDA[(1)]	**$ 293,870**	**$ 193,947**	**$ 781,717**	**$ 519,791**
(Gain)/ loss on sale of vessels, net	(21,913)	93	(63,449)	422
Adjusted EBITDA[(1)]	**$ 271,957**	**$ 194,040**	**$ 718,268**	**$ 520,213**
Cash interest income	3,603	3,330	9,963	10,292
Cash interest paid	(28,796)	(37,647)	(92,082)	(103,186)
Maintenance and replacement capital expenditures	(75,148)	(75,844)	(230,511)	(229,144)
Operating Surplus[(2)]	**$ 171,616**	**$ 83,879**	**$ 405,638**	**$ 198,175**

(1) EBITDA and Adjusted EBITDA

EBITDA represents net income before interest and finance costs, depreciation and amortization and income taxes. Adjusted EBITDA represents EBITDA excluding certain items, as described in the table above. Navios Partners uses Adjusted EBITDA as a liquidity measure and reconciles EBITDA and Adjusted EBITDA to net cash provided by operating activities, the most comparable U.S. GAAP liquidity measure. EBITDA in this document is calculated as follows: net cash provided by operating activities adding back, when applicable and as the case may be, the effect of: (i) net increase in operating assets; (ii) net increase in operating liabilities; (iii) net interest cost; (iv) amortization and write-off of deferred finance costs and bond premium; (v) amortization of operating lease assets/ liabilities; (vi) other non-cash adjustments; and (vii) gain/ (loss) on sale of vessels, net. Navios Partners believes that EBITDA and Adjusted EBITDA are each the basis upon which liquidity can be assessed and present useful information to investors regarding Navios Partners' ability to service and/or incur indebtedness, pay capital expenditures, meet working capital requirements and make cash distributions. Navios Partners also believes that EBITDA and Adjusted EBITDA are used: (i) by potential lenders to evaluate potential transactions; (ii) to evaluate and price potential acquisition candidates; and (iii) by securities analysts, investors and other interested parties in the evaluation of companies in our industry.

Each of EBITDA and Adjusted EBITDA have limitations as an analytical tool and should not be considered in isolation or as a substitute for the analysis of Navios Partners' results as reported under U.S. GAAP. Some of these limitations are: (i) EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, working capital needs; and (ii) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future. EBITDA and Adjusted EBITDA do not reflect any cash requirements for such capital expenditures. Because of these limitations, EBITDA and Adjusted EBITDA should not be considered as a principal indicator of Navios Partners' performance. Furthermore, our calculation of EBITDA and Adjusted EBITDA may not be comparable to that reported by other companies due to differences in methods of calculation.

EBITDA for the three month periods ended September 30, 2026 and 2025 was affected by the item described in the table above. Excluding this item, Adjusted EBITDA increased by $78.0 million to $272.0 million for the three month period ended September 30, 2026, as compared to $194.0 million for the same period in 2025. The increase in Adjusted EBITDA was due to an $85.1 million increase in time charter and voyage revenues. The above increase was partially mitigated by a: (i) $3.4 million increase in vessel operating expenses due to a 7.7% increase in the opex daily rate to $7,320, primarily attributable to higher maintenance, repair and spares expenses, partially mitigated by a 3.8% decrease in the opex days; (ii) $1.3 million increase in time charter and voyage expenses; (iii) $1.2 million increase in other expense, net; and (iv) $1.2 million increase in general and administrative expenses.

EBITDA for the nine month periods ended September 30, 2026 and 2025 was affected by the item described in the table above. Excluding this item, Adjusted EBITDA increased by $198.1 million to $718.3 million for the nine month period ended September 30, 2026, as compared to $520.2 million for the same period in 2025. The increase in Adjusted EBITDA was due to a $220.5 million increase in time charter and voyage revenues. The above increase was partially mitigated by a: (i) $16.6 million increase in time charter and voyage expenses, primarily reflecting additional insurance premiums, reimbursed by charterers; (ii) $4.0 million increase in general and administrative expenses, mainly due to the higher euro-dollar exchange rate prevailing during the nine month period ended September 30, 2026, as well as the increase in legal and professional fees, audit fees and other administrative expenses; (iii) $1.7 million increase in vessel operating expenses due to a 3.8% increase in the opex daily rate to $7,223, primarily attributable to higher maintenance, repair and spares expenses, partially mitigated by a 3.1% decrease in the opex days; and (iv) $0.1 million increase in other expense, net.

(2) Operating Surplus

Navios Partners generated Operating Surplus for the three and nine month periods ended September 30, 2026 of $171.6 million and $405.6 million, respectively. Operating Surplus for the three and nine month periods ended September 30, 2025 was $83.9 million and $198.2 million, respectively. Operating Surplus is a non-GAAP financial measure used by certain investors to assist in evaluating a partnership's ability to make quarterly cash distributions (See "Reconciliation of EBITDA and Adjusted EBITDA to Net Cash from Operating Activities, EBITDA and Operating Surplus" contained herein).

Operating Surplus represents net income adjusted for depreciation and amortization expense, non-cash interest expense, non-cash interest income, estimated maintenance and replacement capital expenditures and one-off items. Maintenance and replacement capital expenditures are those capital expenditures required to maintain over the long term the operating capacity of, or the revenue generated by, Navios Partners' capital assets.

Operating Surplus is a quantitative measure used in the publicly-traded partnership investment community to assist in evaluating a partnership's ability to make quarterly cash distributions. Operating Surplus is not required by accounting principles generally accepted in the United States and should not be considered a substitute for net income, cash flow from operating activities and other operations or cash flow statement data prepared in accordance with accounting principles generally accepted in the United States or as a measure of profitability or liquidity.

Capital Expenditures

Navios Partners finances its capital expenditures with cash flows from operations, equity offerings, proceeds from asset sales, long-term bank borrowings and other debt raisings. Capital expenditures for each of the nine month periods ended September 30, 2026 and 2025 amounted to $665.7 million and $405.5 million, respectively.

Certain fees and costs related to regulatory requirements including ballast water treatment system installation, exhaust gas cleaning system installation and other improvements and expenses related to drydocking costs are reimbursed at cost by Navios Partners to Navios Shipmanagement Inc. and its affiliates, which are entities affiliated with the Company's Chairwoman and Chief Executive Officer, under the management agreement. For more information, please read Note 12 – Transactions with related parties and affiliates to the unaudited condensed consolidated financial statements included elsewhere in this report.

Maintenance and Replacement Capital Expenditures Reserve

The reserves for estimated maintenance and replacement capital expenditures for the three and nine month periods ended September 30, 2026 were $75.1 million and $230.5 million, respectively. We estimate that our annual replacement reserve for the year ending December 31, 2026 will be approximately $304.8 million, for replacing our vessels at the end of their useful lives. The reserves for estimated maintenance and replacement capital expenditures for the three and nine month periods ended September 30, 2025 were $75.8 million and $229.1 million, respectively.

The amount for estimated replacement capital expenditures attributable to future vessel replacement was based on the following assumptions: (i) current market price to purchase a five-year-old vessel of similar size and specifications; (ii) a 25-year useful life for dry bulk and tanker vessels and a 30-year useful life for containerships; and (iii) a relative net investment rate.

The amount for estimated maintenance capital expenditures attributable to future vessel drydocking and special survey was based on certain assumptions including the remaining useful life of the owned vessels of our fleet, market costs of drydocking and special survey and a relative net investment rate.

Our Board of Directors, with the approval of the Conflicts Committee, may determine that one or more of our assumptions should be revised, which could cause our Board of Directors to increase or decrease the amount of estimated maintenance and

replacement capital expenditures. The actual cost of replacing the vessels in our fleet will depend on a number of factors, including prevailing market conditions, charter hire rates and the availability and cost of financing at the time of replacement. We may elect to finance some or all of our maintenance and replacement capital expenditures through the issuance of additional common units, which could be dilutive to existing unitholders.

Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy

There is no guarantee that unitholders will receive quarterly distributions from us on the common units in any quarter.

Our ability to make distributions to our unitholders depends on the performance of our subsidiaries and their ability to distribute funds to us. The ability of our subsidiaries to make distributions to us may be restricted by, among other things, the provisions of existing and future indebtedness, applicable partnership and limited liability company laws and other laws and regulations.

See Note 13 – Cash distributions and earnings per unit to the unaudited condensed consolidated financial statements included elsewhere in this report.

Quantitative and Qualitative Disclosures about Market Risks

Foreign Exchange Risk

Our functional and reporting currency is the U.S. dollar. We engage in worldwide commerce with a variety of entities. Although our operations may expose us to certain levels of foreign currency risk, our transactions are predominantly U.S. dollar denominated. Transactions in currencies other than the U.S. dollar are translated at the exchange rate in effect at the date of each transaction. Differences in exchange rates are recognized during the period between the date a transaction denominated in a foreign currency is consummated and the date on which it is either settled or translated.

Interest Rate Risk

We finance a portion of our vessel investments through long-term floating-rate credit facilities and financial liabilities linked to Secured Overnight Financing Rate (“SOFR”). As a result, increases in prevailing interest rates would increase our cost of capital.

Borrowings under certain of our credit facilities and financial liabilities bear interest at a rate based on a premium over SOFR. Therefore, we are exposed to the risk that our interest expense may increase if interest rates rise. For the nine month periods ended September 30, 2026 and 2025, we paid interest on our outstanding debt at a weighted average interest rate of 5.7% and 6.3%, respectively. A 1% increase in SOFR would have increased our interest expense for the nine month periods ended September 30, 2026 and 2025 by $11.4 million and $14.2 million, respectively.

Concentration of Credit Risk

Financial instruments, which potentially subject us to significant concentrations of credit risk, consist principally of cash, other investments and trade accounts receivable. We closely monitor our exposure to customers for credit risk. We have policies in place to ensure that we trade with customers with an appropriate credit history.

For each of the nine month periods ended September 30, 2026 and 2025, only one customer accounted for 10.0% or more of our total revenues and represented approximately 12.2% and 15.1%, respectively, of our total revenues.

If we lose a charter, we may be unable to re-deploy the related vessel on terms as favorable to us due to the long-term nature of most charters and the cyclical nature of the industry or we may be forced to charter the vessel on the spot market at then market rates which may be less favorable than the charter that has been terminated. If we are unable to re-deploy a vessel for which the charter has been terminated, we will not receive any revenues from that vessel, but we may be required to pay expenses necessary to maintain the vessel in proper operating condition. If we lose a vessel, any replacement or newbuilding would not generate revenues during its construction or acquisition period, and we may be unable to charter any replacement vessel on terms as favorable to us as those of the terminated charter.

Even if we successfully charter our vessels in the future, our charterers may go bankrupt or fail to perform their obligations under the charter agreements, they may delay payments or suspend payments altogether, they may terminate the charter agreements prior to the agreed-upon expiration date or they may attempt to renegotiate the terms of the charters. The permanent loss of a customer, time charter or vessel, or a decline in payments under our charters, could have a material adverse effect on our business, results of operations and financial condition and our ability to make cash distributions or payments in the event we are unable to replace such customer, time charter or vessel. For further details, please read “Risk Factors” in our Annual Report.

Recent Accounting Pronouncements

The Company's recent accounting pronouncements are included in the accompanying notes to the unaudited condensed consolidated financial statements included elsewhere in this report.

Critical Accounting Policies

Our financial statements have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates in the application of our accounting policies based on the best assumptions, judgments and opinions of management. Actual results may differ from these estimates under different assumptions or conditions.

Critical accounting policies are those that reflect significant judgments or uncertainties, and potentially result in materially different results under different assumptions and conditions. All significant accounting policies are as described in Note 2 – Summary of significant accounting policies to the notes to the consolidated financial statements included in the Company's Annual Report and in Note 2 – Summary of significant accounting policies included in the accompanying notes to the unaudited condensed consolidated financial statements included elsewhere in this report.

Exhibit List

Exhibit No.	Description
99.1 *	Term Loan Facility Agreement dated 8 October 2026, by and among Santorini Shipping Corporation and Thirasia Shipping Corporation as borrowers and hedge guarantors and Alpha Bank S.A. as lender, arranger, facility agent and security agent
99.2 *	Form of Bareboat Charter, dated 10 September 2026, between Sea 201 Leasing Co. Limited, a wholly owned subsidiary of China Merchants Bank Co. Ltd., and Levitha Shipping Corporation, being a wholly owned subsidiary of Navios Maritime Partners L.P., providing for the sale and leaseback of Nave Magnolia (Hull No. CHB 3017)

*Filed herewith

INDEX

NAVIOS MARITIME PARTNERS L.P.	Page
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS AS AT SEPTEMBER 30, 2026 AND DECEMBER 31, 2025	F-2
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE THREE AND NINE MONTH PERIODS ENDED SEPTEMBER 30, 2026 AND 2025	F-3
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE NINE MONTH PERIODS ENDED SEPTEMBER 30, 2026 AND 2025	F-4
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL FOR THE THREE AND NINE MONTH PERIODS ENDED SEPTEMBER 30, 2026 AND 2025	F-5
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)	F-6

NAVIOS MARITIME PARTNERS L.P.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Expressed in thousands of U.S. Dollars except unit data)

	Notes	September 30, 2026 (unaudited)	December 31, 2025
ASSETS			
Current assets			
Cash and cash equivalents	3	$ 363,353	$ 402,783
Restricted cash	3	—	186
Other investments	3	145,000	10,483
Accounts receivable, net		62,924	34,070
Prepaid expenses and other current assets		67,297	62,810
Amounts due from related parties, current	12	1,671	1,720
Fair value of derivatives, current	8	388	—
Total current assets		**640,633**	**512,052**
Vessels, net	4	4,714,760	4,389,868
Deposits for vessel acquisitions	11	548,607	470,550
Other long-term assets	11	61,046	62,804
Deferred drydock and special survey costs, net	12	249,618	264,385
Amounts due from related parties, non-current	12	5,537	7,142
Intangible assets	5	—	3,233
Operating lease assets	14	199,446	218,952
Fair value of derivatives, non-current	8	678	—
Total non-current assets		**5,779,692**	**5,416,934**
Total assets		**$ 6,420,325**	**$ 5,928,986**
LIABILITIES AND PARTNERS' CAPITAL			
Current liabilities			
Accounts payable		$ 15,841	$ 17,892
Accrued expenses		45,791	47,463
Deferred revenue		53,209	61,358
Operating lease liabilities, current portion	14	27,486	26,938
Amounts due to related parties, current	12	46,578	23,484
Current portion of finance lease and financial liabilities, net	6	80,180	143,592
Current portion of long-term debt, net	6	126,904	133,773
Fair value of derivatives, current	8	—	646
Total current liabilities		**395,989**	**455,146**
Operating lease liabilities, net	14	167,465	188,058
Unfavorable lease terms	5	—	3,586
Long-term finance lease and financial liabilities, net	6	787,675	613,245
Long-term debt, net	6	926,917	974,584
Senior unsecured bonds, net	6	325,168	294,392
Deferred revenue		44,820	49,178
Other long-term liabilities		5,236	8,436
Fair value of derivatives, non-current	8	—	1,615
Total non-current liabilities		**2,257,281**	**2,133,094**
Total liabilities		**$ 2,653,270**	**$ 2,588,240**
Commitments and contingencies	11	—	—
Partners' capital:			
Common Unitholders (28,222,656 and 28,665,121 common units outstanding as of September 30, 2026 and December 31, 2025, respectively)	1, 9	3,697,050	3,283,806
General Partner (622,296 general partnership units outstanding at each of September 30, 2026 and December 31, 2025)	1	68,939	59,201
Accumulated Other Comprehensive Income/ (Loss)	8	1,066	(2,261)
Total partners' capital		**3,767,055**	**3,340,746**
Total liabilities and partners' capital		**$ 6,420,325**	**$ 5,928,986**

See unaudited notes to the condensed consolidated financial statements

NAVIOS MARITIME PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Expressed in thousands of U.S. Dollars except per unit data)

	Notes	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
Time charter and voyage revenues	2, 14	$ 431,964	$ 346,923	$ 1,199,137	$ 978,593
Time charter and voyage expenses (including $5,228, $4,244, $14,398 and $12,115 to related parties)	12, 14	(33,965)	(32,652)	(110,516)	(93,884)
Vessel operating expenses (including $12,989, $13,000, $38,538 and $38,532 to related parties)	12	(98,514)	(95,135)	(289,060)	(287,381)
General and administrative expenses	12	(24,250)	(23,059)	(72,482)	(68,453)
Depreciation and amortization	4, 5	(83,155)	(109,041)	(247,767)	(268,471)
Amortization of unfavorable lease terms	5	—	2,944	3,586	8,736
Gain/ (loss) on sale of vessels, net	4	21,913	(93)	63,449	(422)
Interest expense and finance cost, net	7	(29,949)	(34,732)	(89,869)	(101,727)
Interest income		4,892	3,214	12,254	9,677
Other expense, net		(3,278)	(2,037)	(8,811)	(8,662)
Net income		**$ 185,658**	**$ 56,332**	**$ 459,921**	**$ 168,006**
Other comprehensive income/ (loss)					
Unrealized gain/ (loss) on cash flow hedges	8	$ 1,631	$ (108)	$ 3,327	$ (2,422)
Total other comprehensive income/ (loss)		**$ 1,631**	**$ (108)**	**$ 3,327**	**$ (2,422)**
Total comprehensive income		**$ 187,289**	**$ 56,224**	**$ 463,248**	**$ 165,584**

Net income	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
Common Unitholders	$ 181,574	$ 55,149	$ 450,078	$ 164,478
General Partner	4,084	1,183	9,843	3,528
Net income	**$ 185,658**	**$ 56,332**	**$ 459,921**	**$ 168,006**

Earnings per unit (see Note 13):	Three Month Period Ended September 30, 2026 (unaudited)	Three Month Period Ended September 30, 2025 (unaudited)	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
Earnings per common unit, basic	$ 6.42	$ 1.90	$ 15.83	$ 5.62
Earnings per common unit, diluted	$ 6.42	$ 1.90	$ 15.83	$ 5.62

See unaudited notes to the condensed consolidated financial statements

NAVIOS MARITIME PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Expressed in thousands of U.S. Dollars)

	Notes	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
OPERATING ACTIVITIES:			
Net income		$ 459,921	$ 168,006
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	4, 5	247,767	268,471
Amortization of unfavorable lease terms	5	(3,586)	(8,736)
Other non-cash adjustments		(16,576)	(9,764)
Amortization of operating lease assets/ liabilities	14	(540)	(562)
Amortization and write-off of deferred finance costs and bond premium	7	5,935	6,304
(Gain)/ loss on sale of vessels, net	4	(63,449)	422
Changes in operating assets and liabilities:			
(Increase)/ decrease in accounts receivable		(28,775)	1,505
(Increase)/ decrease in prepaid expenses and other assets		(11,509)	1,105
Decrease in amounts due from related parties (including current and non-current portion)	12	—	36,620
Payments for drydock and special survey costs		(67,126)	(138,763)
Decrease in accounts payable		(2,049)	(3,172)
Increase in accrued expenses		5,977	2,678
(Decrease)/ increase in deferred revenue		(401)	3,258
Increase in amounts due to related parties	12	23,093	53,885
Net cash provided by operating activities		**548,682**	**381,257**
INVESTING ACTIVITIES:			
Net cash proceeds from sale of vessels	4, 12	186,657	75,014
Other investments	3	(134,518)	(8,194)
Deposits for acquisition/ option to acquire vessels	11, 12	(329,523)	(195,926)
Acquisition of/ additions to vessels	4	(336,191)	(209,554)
Net cash used in investing activities		**(613,575)**	**(338,660)**
FINANCING ACTIVITIES:			
Cash distributions paid	13	(4,940)	(4,485)
Repayment of long-term debt, finance lease and financial liabilities	6	(361,382)	(451,572)
Payments of deferred finance costs	6	(1,772)	(9,766)
Proceeds from long-term debt, finance lease and financial liabilities	6	394,545	517,522
Proceeds from issuance of senior unsecured bonds	6	30,825	—
Acquisition of treasury units	9	(31,999)	(33,000)
Net cash provided by financing activities		**25,277**	**18,699**
(Decrease)/ increase in cash, cash equivalents and restricted cash		**(39,616)**	**61,296**
Cash, cash equivalents and restricted cash, beginning of period		**402,969**	**299,789**
Cash, cash equivalents and restricted cash, end of period		**$ 363,353**	**$ 361,085**

	Nine Month Period Ended September 30, 2026 (unaudited)	Nine Month Period Ended September 30, 2025 (unaudited)
Supplemental disclosures of cash flow information		
Cash interest paid	$ 92,082	$ 103,186
Non-cash financing activities		
Finance lease liabilities	$ 63,776	$ 32,274
Non-cash investing activities		
Net cash proceeds from sale of vessels	$ —	$ 10,000
Deposits for acquisition/ option to acquire vessels	$ 253,200	$ 293,475
Acquisition of/ additions to vessels	$ (352,917)	$ (324,770)

See unaudited notes to the condensed consolidated financial statements

NAVIOS MARITIME PARTNERS L.P.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL
(Expressed in thousands of U.S. Dollars except unit and per unit data)

	Limited Partners				Accumulated Other Comprehensive Income/ (Loss)	Total Partners' Capital
	General Partner		Common Unitholders			
	Units	Amount	Units	Amount		
Balance December 31, 2025	**622,296**	**$ 59,201**	**28,665,121**	**$ 3,283,806**	**$ (2,261)**	**$ 3,340,746**
Cash distribution paid ($0.05 per unit — see Note 13)	—	(31)	—	(1,430)	—	(1,461)
Acquisition of treasury units (see Note 9)	—	—	(165,227)	(10,239)	—	(10,239)
Other comprehensive income (see Note 8)	—	—	—	—	725	725
Net income	—	2,233	—	104,111	—	106,344
Balance March 31, 2026	**622,296**	**$ 61,403**	**28,499,894**	**$ 3,376,248**	**$ (1,536)**	**$ 3,436,115**
Cash distribution paid ($0.06 per unit — see Note 13)	—	(37)	—	(1,706)	—	(1,743)
Acquisition of treasury units (see Note 9)	—	—	(135,846)	(9,761)	—	(9,761)
Other comprehensive income (see Note 8)	—	—	—	—	971	971
Net income	—	3,526	—	164,393	—	167,919
Balance June 30, 2026	**622,296**	**$ 64,892**	**28,364,048**	**$ 3,529,174**	**$ (565)**	**$ 3,593,501**
Cash distribution paid ($0.06 per unit — see Note 13)	—	(37)	—	(1,699)	—	(1,736)
Acquisition of treasury units (see Note 9)	—	—	(141,392)	(11,999)	—	(11,999)
Other comprehensive income (see Note 8)	—	—	—	—	1,631	1,631
Net income	—	4,084	—	181,574	—	185,658
Balance September 30, 2026	**622,296**	**$ 68,939**	**28,222,656**	**$ 3,697,050**	**$ 1,066**	**$ 3,767,055**

	Limited Partners				Accumulated Other Comprehensive Loss	Total Partners' Capital
	General Partner		Common Unitholders			
	Units	Amount	Units	Amount		
Balance December 31, 2024	**622,296**	**$ 53,333**	**29,694,433**	**$ 3,053,295**	**$ —**	**$ 3,106,628**
Cash distribution paid ($0.05 per unit — see Note 13)	—	(31)	—	(1,480)	—	(1,511)
Acquisition of treasury units (see Note 9)	—	—	(236,459)	(10,000)	—	(10,000)
Other comprehensive loss (see Note 8)	—	—	—	—	(1,771)	(1,771)
Net income	—	876	—	40,851	—	41,727
Balance March 31, 2025	**622,296**	**$ 54,178**	**29,457,974**	**$ 3,082,666**	**$ (1,771)**	**$ 3,135,073**
Cash distribution paid ($0.05 per unit — see Note 13)	—	(31)	—	(1,462)	—	(1,493)
Acquisition of treasury units (see Note 9)	—	—	(364,841)	(13,000)	—	(13,000)
Other comprehensive loss (see Note 8)	—	—	—	—	(543)	(543)
Net income	—	1,469	—	68,478	—	69,947
Balance June 30, 2025	**622,296**	**$ 55,616**	**29,093,133**	**$ 3,136,682**	**$ (2,314)**	**$ 3,189,984**
Cash distribution paid ($0.05 per unit — see Note 13)	—	(31)	—	(1,450)	—	(1,481)
Acquisition of treasury units (see Note 9)	—	—	(226,475)	(10,000)	—	(10,000)
Other comprehensive loss (see Note 8)	—	—	—	—	(108)	(108)
Net income	—	1,183	—	55,149	—	56,332
Balance September 30, 2025	**622,296**	**$ 56,768**	**28,866,658**	**$ 3,180,381**	**$ (2,422)**	**$ 3,234,727**

See unaudited notes to the condensed consolidated financial statements

NOTE 1 – DESCRIPTION OF BUSINESS

Navios Maritime Partners L.P. ("Navios Partners" or the "Company"), is an international owner and operator of dry cargo and tanker vessels, formed on August 7, 2007 under the laws of the Republic of the Marshall Islands.

Navios Partners is engaged in the seaborne transportation services of a wide range of liquid and dry cargo commodities including crude oil, refined petroleum products, iron ore, coal, grain, fertilizer and containers, chartering its vessels under short-term, medium-term and longer-term charters. The operations of Navios Partners are managed by Navios Shipmanagement Inc. and its affiliates (the "Manager"), which are entities affiliated with the Company's Chairwoman and Chief Executive Officer (see Note 12 – Transactions with related parties and affiliates).

As of September 30, 2026, there were outstanding 28,222,656 common units and 622,296 general partnership units. Angeliki Frangou, our Chief Executive Officer and Chairwoman beneficially owned an approximately 18.3% common interest of the total outstanding common units, consisting of 5,157,677 common units held directly or indirectly through entities affiliated with her. In addition, an entity affiliated with Angeliki Frangou beneficially owned 622,296 general partnership units, representing an approximately 2.2% ownership interest in Navios Partners based on all outstanding common units and general partnership units (see Note 12 – Transactions with related parties and affiliates).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

***(a) Basis of presentation*:** The accompanying interim condensed consolidated financial statements are unaudited, but, in the opinion of management, reflect all adjustments for a fair statement of Navios Partners' consolidated balance sheets, statements of partners' capital, statements of comprehensive income and cash flows for the periods presented. The results of operations for the interim periods are not necessarily indicative of results for the full year. The footnotes are condensed as permitted by the requirements for interim financial statements and accordingly, do not include information and disclosures required under United States generally accepted accounting principles ("U.S. GAAP") for complete financial statements. All such adjustments are deemed to be of a normal recurring nature. These interim financial statements should be read in conjunction with the Company's consolidated financial statements and notes included in Navios Partners' annual report for the year ended December 31, 2025 filed on Form 20-F on March 12, 2026 (the "Annual Report") with the U.S. Securities and Exchange Commission ("SEC").

Based on internal forecasts and projections that take into account reasonably possible changes in the Company's trading performance, management believes that the Company has adequate financial resources, including cash from sale of vessels (see Note 4 – Vessels, net) and undrawn amounts available under credit facilities, to continue in operation and meet its financial commitments, including but not limited to capital expenditures and debt service obligations, for a period of at least 12 months from the date of issuance of these condensed consolidated financial statements. Accordingly, the Company continues to adopt the going concern basis in preparing its financial statements.

(b) Principles of consolidation: The accompanying interim condensed consolidated financial statements include Navios Partners' wholly owned subsidiaries from their dates of incorporation or from the date of acquiring control or, for chartered-in vessels, from the dates charter-in agreements were in effect. All significant inter-company balances and transactions have been eliminated in Navios Partners' condensed consolidated financial statements.

Navios Partners also consolidates entities that are determined to be variable interest entities ("VIE") as defined in the accounting guidance, if it determines that it is the primary beneficiary. A VIE is defined as a legal entity where either (i) equity interest holders as a group lack the characteristics of a controlling financial interest, including decision making ability and an interest in the entity's residual risks and rewards, (ii) the equity holders have not provided sufficient equity investment to permit the entity to finance its activities without additional subordinated financial support, or (iii) the voting rights of some investors are not proportional to their obligations to absorb the expected losses of the entity, their rights to receive the expected residual returns of the entity, or both and substantially all of the entity's activities either involve or are conducted on behalf of an investor that has disproportionately few voting rights.

Subsidiaries: Subsidiaries are those entities in which Navios Partners has an interest of more than one half of the voting rights.

A discussion of the Company's significant accounting policies can be found in Note 2 – Summary of significant accounting policies to the Company's consolidated financial statements included in the Annual Report. There were no material changes to these policies in the nine month period ended September 30, 2026.

(c) Revenue and Expense Recognition:

Revenue from time chartering and bareboat chartering

Revenues from time chartering and bareboat chartering of vessels are accounted for as operating leases and are thus recognized on a straight line basis as the average lease revenue over the rental periods of such charter agreements, as service is performed. A time charter involves placing a vessel at the charterers' disposal for a period of time during which the charterer uses the vessel in return for the payment of a specified daily hire rate. Short period charters for less than three months are referred to as spot-charters. Charters extending three months to a year are generally referred to as medium-term charters. All other charters are considered long-term. The Company has determined to recognize lease revenue as a combined single lease component for all time charters (operating leases) as the related lease component and non-lease components will have the same timing and pattern of the revenue recognition of the combined single lease component. The performance obligations in a time charter contract are satisfied over the term of the contract beginning when the vessel is delivered to the charterer until it is redelivered back to the Company. Under time charters, operating costs such as for crews, maintenance and insurance are typically paid by the owner of the vessel while under bareboat charters, operating costs are typically paid by the charterer of the vessel. Revenue from time chartering and bareboat chartering of vessels amounted to $383,172 and $330,007 for the three month periods ended September 30, 2026 and 2025, respectively. Revenue from time chartering and bareboat chartering of vessels amounted to $1,071,755 and $937,352 for the nine month periods ended September 30, 2026 and 2025, respectively.

Revenue from voyage charters

Under a voyage charter, a vessel is provided for the transportation of specific goods between specific ports in return for payment of an agreed upon freight per ton of cargo. In accordance with ASC 606, the Company recognizes revenue ratably from port of loading to when the charterer's cargo is discharged as well as defers costs that meet the definition of "costs to fulfill a contract" and relate directly to the contract. Revenue from voyage contracts amounted to $8,990 and $11,221 for the three month periods ended September 30, 2026 and 2025, respectively. Revenue from voyage contracts amounted to $58,243 and $20,019 for the nine month periods ended September 30, 2026 and 2025, respectively.

Revenue from pooling arrangements

For vessels operating in pooling arrangements, the Company earns a portion of total revenues generated by the pool, net of expenses incurred by the pool. The amount allocated to each pool participant vessel, including the Company's vessels, is determined in accordance with an agreed-upon formula, which is determined by points awarded to each vessel in the pool based on the vessel's age, design and other performance characteristics. Revenue under pooling arrangements is accounted for as variable-rate operating leases under the scope of ASC 842 and is recognized for the applicable period when collectability is reasonably assured. The allocation of such net revenue may be subject to future adjustments by the pool; however, such changes are not expected to be material. The Company recognizes net pool revenue on a monthly and quarterly basis, when the vessel has participated in a pool during the period and the amount of pool revenue can be estimated reliably based on the pool report. Revenue from vessels operating in pooling arrangements amounted to $33,640 and $5,695 for the three month periods ended September 30, 2026 and 2025, respectively. Revenue from vessels operating in pooling arrangements amounted to $62,977 and $21,222 for the nine month periods ended September 30, 2026 and 2025, respectively.

Revenue from profit-sharing

Profit-sharing revenues are calculated at an agreed percentage of the excess of the charterer's average daily income (calculated on a quarterly or semi-annual basis) over an agreed amount and accounted for on an accrual basis based on provisional amounts and for those contracts that provisional accruals cannot be made due to the nature of the profit sharing elements, these are accounted for on the actual cash settlement or when such revenue becomes determinable. Profit sharing revenue amounted to $6,162 and $0 for the three month periods ended September 30, 2026 and 2025, respectively. Profit sharing revenue amounted to $6,162 and $0 for the nine month periods ended September 30, 2026 and 2025, respectively.

Revenues are recorded net of address commissions. Address commissions represent a discount provided directly to the charterers based on a fixed percentage of the agreed upon charter or freight rate. Since address commissions represent a discount (sales incentive) on services rendered by the Company and no identifiable benefit is received in exchange for the consideration provided to the charterer, these commissions are presented as a reduction of revenue.

Recent Accounting Pronouncements:

These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes included in Navios Partners' Annual Report.

In May 2026, the FASB issued ASU 2026-02, "Environmental Credits and Environmental Credit Obligations" (Topic 818). The standard establishes recognition, measurement, presentation and disclosure requirements for all entities that generate, purchase, or receive environmental credits or have a regulatory compliance obligation that may be settled with environmental credits. This ASU is required to be adopted by the Company in the first quarter of 2028 on a retrospective basis. The Company is currently assessing the impact this standard will have on its consolidated financial statements.

NOTE 3 – CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND OTHER INVESTMENTS

	September 30, 2026	December 31, 2025
Cash and cash equivalents	$ 363,353	$ 402,783
Restricted cash	—	186
Total cash and cash equivalents and restricted cash	**$ 363,353**	**$ 402,969**

Restricted cash relates to amounts held in retention accounts in order to service debt and interest payments, as required by certain of the Company's credit facilities and financial liabilities.

Cash deposits and cash equivalents in excess of amounts covered by government-provided insurance are exposed to loss in the event of non-performance by financial institutions. Navios Partners does maintain cash deposits and cash equivalents in excess of government-provided insurance limits. Navios Partners also mitigates exposure to credit risk by dealing with a diversified group of major financial institutions.

Other investments consist of time deposits with original maturities of greater than three months and less than 12 months. As of September 30, 2026 and December 31, 2025, other investments amounted to $145,000 and $10,483, respectively.

NOTE 4 – VESSELS, NET

Total Vessels	**Cost**	**Accumulated Depreciation**	**Net Book Value**
Balance December 31, 2025	**$ 5,359,878**	**$ (970,010)**	**$ 4,389,868**
Additions/ (Depreciation)	689,108	(171,766)	**517,342**
Disposals/ Impairment/ Transfers to owned vessels	(235,102)	42,652	**(192,450)**
Balance September 30, 2026	**$ 5,813,884**	**$ (1,099,124)**	**$ 4,714,760**

The above balances as of September 30, 2026 are analyzed in the following tables:

Owned Vessels	**Cost**	**Accumulated Depreciation**	**Net Book Value**
Balance December 31, 2025	**$ 4,883,853**	**$ (924,547)**	**$ 3,959,306**
Additions/ (Depreciation)	594,526	(160,887)	**433,639**
Disposals/ Impairment	(142,356)	30,574	**(111,782)**
Balance September 30, 2026	**$ 5,336,023**	**$ (1,054,860)**	**$ 4,281,163**

Right-of-use assets under finance lease	**Cost**	**Accumulated Depreciation**	**Net Book Value**
Balance December 31, 2025	**$ 476,025**	**$ (45,463)**	**$ 430,562**
Additions/ (Depreciation)	94,582	(10,879)	**83,703**
Transfers to owned vessels	(92,746)	12,078	**(80,668)**
Balance September 30, 2026	**$ 477,861**	**$ (44,264)**	**$ 433,597**

During the nine month periods ended September 30, 2026 and 2025, the Company capitalized certain fees and costs related to vessels' regulatory requirements, including ballast water treatment system installation, exhaust gas cleaning system

installation and other improvements, that amounted to $3,593 and $23,547, respectively, and are presented under the caption "Acquisition of/ additions to vessels" in the condensed Consolidated Statements of Cash Flows (see Note 12 – Transactions with related parties and affiliates).

Acquisition of Vessels

2026

During the nine month period ended September 30, 2026, Navios Partners took delivery of six 2026-built vessels (two 7,900 TEU containerships and four Aframax/LR2 tanker vessels) from unrelated third parties for an aggregate acquisition cost of $509,856 (including $59,356 capitalized expenses).

During the nine month period ended September 30, 2026, Navios Partners took delivery of two 2026-built MR2 product tanker vessels of 49,996 dwt and 49,998 dwt, respectively, from unrelated third parties by entering into ten-year bareboat charter-in agreements, which provide for purchase options with de-escalating purchase prices. Navios Partners accounted for the bareboat charter-in agreements as finance leases, and recognized the aggregate amount of $94,582 as right-of-use assets, equal to the initial measurement of the finance lease liabilities, including capitalized expenses, (see Note 6 – Borrowings), increased by the aggregate amount of $17,259, which was prepaid before the lease commencement.

During the nine month period ended September 30, 2026, Navios Partners paid an aggregate amount of $45,136 to acquire from unrelated third parties three Kamsarmax vessels, which were previously accounted for as right-of-use assets under finance leases. The Company derecognized the right-of-use assets under the finance leases and recognized the vessels at an aggregate cost of $81,077.

2025

During the nine month period ended September 30, 2025, Navios Partners took delivery of a 2025-built MR2 product tanker vessel of 49,994 dwt from an unrelated third party by entering into a ten-year bareboat charter-in agreement, which provides for purchase options with de-escalating purchase prices. Navios Partners accounted for the bareboat charter-in agreement as a finance lease, and recognized a right-of-use asset at $45,995, being an amount equal to the initial measurement of the finance lease liability, including capitalized expenses, increased by the amount of $8,777, which was prepaid before the lease commencement.

During the nine month period ended September 30, 2025, Navios Partners took delivery of five 2025-built vessels (two 7,700 TEU containerships and three Aframax/LR2 tanker vessels) from unrelated third parties for an aggregate acquisition cost of $464,612 (including $49,934 capitalized expenses).

Sale of Vessels

2026

During the nine month period ended September 30, 2026, Navios Partners sold five vessels to unrelated third parties for an aggregate net sale price of $184,657. Following the sale of the above vessels, an aggregate gain of $63,449 (including the remaining carrying balance of drydock and special survey cost of $9,426) is presented under the caption "Gain/ (loss) on sale of vessels, net" in the condensed Consolidated Statements of Comprehensive Income. This amount includes an impairment loss of $1,319 recognized during the first quarter of 2026 in connection with the intention to sell a 2006-built Panamax vessel of 75,356 dwt, as discussed below, with the sale completed during the second quarter of 2026.

2025

During the nine month period ended September 30, 2025, Navios Partners sold five vessels to unrelated third parties and one vessel to a related party (see Note 12 – Transactions with related parties and affiliates) for an aggregate net sale price of $85,014. Following the sale of such vessels and the committed sale of a 2005-built Panamax vessel of 75,397 dwt, as discussed below, an aggregate loss of $422 (including the aggregate remaining carrying balance of drydock and special survey cost of $5,997 and the straight line asset associated with a transhipper vessel, previously classified as held for sale, of $2,245) is presented under the caption "Gain/ (loss) on sale of vessels, net" in the condensed Consolidated Statements of Comprehensive Income. This amount includes an impairment loss of $1,094 in connection with the committed sale of a 2005-built Panamax vessel of 75,397 dwt. This amount also includes an aggregate impairment loss of $6,782, recognized upon the classification of a 2009-built transhipper vessel of 57,573 dwt and a 2006-built Panamax vessel of 76,596 dwt as held for sale as of June 30, 2025 and March 31, 2025, respectively, with the sales completed during the nine month period

ended September 30, 2025.

Vessels "agreed to be sold"

2026

During the nine month period ended September 30, 2026, Navios Partners agreed to sell a 2008-built 4,730 TEU containership and a 2009-built Capesize vessel of 180,727 dwt to unrelated third parties. The aggregate gross sale price of the above vessels amounted to $65,250. The Company has performed an assessment based on provisions of ASC 360 and concluded that the held for sale criteria were not met and the vessels were not classified as held for sale as of September 30, 2026. The sale of the 2009-built Capesize vessel was completed during the fourth quarter of 2026 and the sale of the 2008-built 4,730 TEU containership is expected to be completed during the third quarter of 2027. The aggregate gain on sale of the above vessels is expected to be approximately $23,865.

2025

During the nine month period ended September 30, 2025, Navios Partners agreed to sell a 2009-built 4,250 TEU containership, a 2008-built 4,730 TEU containership, a 2005-built Panamax vessel of 75,397 dwt and a 2010-built VLCC of 296,988 dwt to unrelated third parties. The sale of the 2008-built 4,730 TEU containership was completed in March 2026 and the sales of the remaining three vessels were completed in October 2025.

Vessels impairment loss

2026

As at September 30, 2026 and June 30, 2026, Navios Partners assessed whether impairment indicators for any of its long-lived assets existed and concluded that no such indicators were present.

As at March 31, 2026, Navios Partners assessed whether impairment indicators for any of its long-lived assets existed and concluded that such indicators were present for a 2006-built Panamax vessel of 75,356 dwt, mainly due to the Company's intention to sell the vessel. As at March 31, 2026, a recoverability test for this vessel was performed and an impairment loss of $1,319 was recognized, as the carrying amount of the asset group was not recoverable since it exceeded its fair value (see Note 8 – Fair value of financial instruments).

2025

As at September 30, 2025, Navios Partners assessed whether impairment indicators for any of its long-lived assets existed and concluded that such indicators were present for one dry bulk vessel, due to its committed sale. As a result, a recoverability test for this vessel was performed and an impairment loss of $1,094 was recognized, as the carrying amount of the asset group was not recoverable since it exceeded its fair value (see Note 8 – Fair value of financial instruments). As at June 30, 2025 and March 31, 2025, Navios Partners assessed whether impairment indicators for any of its long-lived assets existed and concluded that no such indicators were present. During the six months ended June 30, 2025, an aggregate impairment loss of $6,782 was recognized in connection with the classification as held for sale of two dry bulk vessels, as the carrying amount of each asset group was not recoverable and exceeded its fair value less costs to sell (see Note 8 – Fair value of financial instruments). The impairment loss related to the three vessels is presented under the caption "Gain/ (loss) on sale of vessels, net" in the condensed Consolidated Statements of Comprehensive Income for the nine month period ended September 30, 2025.

NOTE 5 – INTANGIBLE ASSETS AND LIABILITIES

Intangible assets as of September 30, 2026 and December 31, 2025 consisted of the following:

	Cost	Accumulated Amortization	Net Book Value
Favorable lease terms December 31, 2025	**$ 165,230**	**$ (161,997)**	**$ 3,233**
Amortization	—	(3,233)	(3,233)
Favorable lease terms September 30, 2026	**$ 165,230**	**$ (165,230)**	**$ —**

Amortization expense of favorable lease terms for each of the periods ended September 30, 2026 and 2025 is presented in the following table:

	Three Month Period Ended September 30, 2026	Three Month Period Ended September 30, 2025	Nine Month Period Ended September 30, 2026	Nine Month Period Ended September 30, 2025
Amortization	$ (133)	$ (1,591)	$ (3,233)	$ (10,251)
Accelerated amortization	—	(27,277)	—	(27,277)
Total	**$ (133)**	**$ (28,868)**	**$ (3,233)**	**$ (37,528)**

Intangible assets subject to amortization are amortized using the straight-line method over their estimated useful lives to their estimated residual value of zero. The net book value of the intangible asset was fully amortized during the third quarter of 2026.

Intangible liabilities as of September 30, 2026 and December 31, 2025 consisted of the following:

	Cost	Accumulated Amortization	Net Book Value
Unfavorable lease terms December 31, 2025	**$ 231,407**	**$ (227,821)**	**$ 3,586**
Amortization	—	(3,586)	(3,586)
Unfavorable lease terms September 30, 2026	**$ 231,407**	**$ (231,407)**	**$ —**

Amortization income of unfavorable lease terms for each of the periods ended September 30, 2026 and 2025 is presented in the following table:

	Three Month Period Ended September 30, 2026	Three Month Period Ended September 30, 2025	Nine Month Period Ended September 30, 2026	Nine Month Period Ended September 30, 2025
Unfavorable lease terms	$ —	$ 2,944	$ 3,586	$ 8,736
Total	**$ —**	**$ 2,944**	**$ 3,586**	**$ 8,736**

Intangible liabilities subject to amortization are amortized using the straight-line method over their useful lives to their residual value of zero. The net book value of the intangible liabilities was fully amortized during the second quarter of 2026.

NOTE 6 – BORROWINGS

Borrowings as of September 30, 2026 and December 31, 2025 consisted of the following:

	September 30, 2026	December 31, 2025
Credit facilities	$ 1,069,784	$ 1,124,761
Financial liabilities	535,263	432,477
Finance lease liabilities	337,462	329,860
Senior unsecured bonds	330,000	300,000
Total borrowings	**$ 2,272,509**	**$ 2,187,098**
Add: Bond premium	765	—
Less: Current portion of long-term borrowings, net	(207,084)	(277,365)
Less: Deferred finance costs, net	(26,430)	(27,512)
Long-term borrowings, net	**$ 2,039,760**	**$ 1,882,221**

As of September 30, 2026, the total borrowings, net of deferred finance costs and including the bond premium were $2,246,844.

Senior Unsecured Bonds

During the fourth quarter of 2025, Navios Partners successfully placed $300,000 of senior unsecured bonds in the Nordic bond market due November 2030 (the "2030 Bonds"). On April 29, 2026, Navios Partners completed the listing application with Euronext Oslo Børs for its 2030 Bonds, with an initial issue amount of $300,000, which commenced trading on the same date under the ticker symbol "NMM". Net proceeds were used for general corporate purposes and for the repayment of certain secured debt facilities relating to 41 vessels. The 2030 Bonds bear interest at a fixed-rate coupon of 7.75% per annum, payable semi-annually in arrears in May and November of each year. The 2030 Bonds are callable at the Company's option, in whole or in part, at any time on or after May 2028 at 103.875% of the nominal amount, with the call price decreasing every six months until it reaches par in May 2030. The 2030 Bonds rank ahead of the Company's subordinated capital and rank pari passu with all other senior unsecured obligations of the Company other than obligations which are mandatorily preferred by law. During the second quarter of 2026, Navios Partners successfully completed a $30,000 tap issue of its outstanding 2030 Bonds. The tap issue was priced at 102.75% of par, resulting in a bond premium of $825. The net proceeds from the tap issue were applied towards general corporate purposes. As of September 30, 2026, the outstanding balance was $330,000.

Credit Facilities

NORDEA BANK ABP: On October 6, 2025, Navios Partners entered into a credit facility with Nordea Bank ABP for a total amount of up to $68,000 for working capital purposes and to refinance the existing indebtedness of four of its vessels (divided into four tranches). During the year ended December 31, 2025, the amount of $41,000 in relation to the first two tranches was drawn. During the nine month period ended September 30, 2026, the aggregate amount of $27,000 in relation to the last two tranches was drawn. As of September 30, 2026, the total outstanding balance was $61,130. The credit facility matures five years after each drawdown date and bears interest at Compounded Secured Overnight Financing Rate ("Compounded SOFR") plus 150 bps per annum.

SKANDINAVISKA ENSKILDA BANKEN AB: On September 9, 2025, Navios Partners entered into a credit facility with Skandinaviska Enskilda Banken AB for a total amount of up to $74,200 in order to finance part of the acquisition cost of a 7,900 TEU newbuilding containership, currently under construction. During each of the fourth quarter of 2025 and the nine month period ended September 30, 2026, the amount of $10,600 was drawn. As of September 30, 2026, the total outstanding balance was $21,200 and $53,000 remained to be drawn. The facility matures seven years after the delivery date of the vessel and bears interest at Compounded SOFR plus 150 bps per annum.

BNP PARIBAS: On June 19, 2025, Navios Partners entered into a credit facility with BNP Paribas for a total amount of up to $227,070 in order to refinance the existing indebtedness of six of its vessels (tranche A) and finance part of the acquisition cost of three vessels, one 7,900 TEU newbuilding containership, which is currently under construction (tranche B), and two Aframax/LR2 newbuilding tanker vessels of 115,000 dwt (tranches C and D). In June 2025, the amount of $62,500 in relation to tranche A was drawn. During the fourth quarter of 2025, Navios Partners amended the existing credit facility and decreased

the total amount to up to $222,270 substituting the two Aframax/LR2 newbuilding vessels with two existing vessels and refinancing their indebtedness (tranches C and D). During the same quarter, the aggregate amount of $96,170 in relation to tranches B, C and D was drawn. During the nine month period ended September 30, 2026, the aggregate amount of $42,400 in relation to tranche B was drawn. As of September 30, 2026, the total outstanding balance was $180,645 and $21,200 in relation to tranche B remained to be drawn. The credit facility bears interest at Compounded SOFR plus 175 bps per annum for tranche A, which matures in the second quarter of 2030 and Compounded SOFR plus 150 bps per annum for drawn amounts of tranche B, which matures seven years after the delivery date of the vessel, tranche C, which matures in the fourth quarter of 2031 and tranche D, which matures in the second quarter of 2032.

KFW IPEX-BANK GMBH: On March 18, 2025, Navios Partners entered into an export credit agency-backed facility with KFW IPEX-BANK GMBH for a total amount of up to $151,502 (including insurance premium) in order to finance part of the acquisition cost of two 7,900 TEU newbuilding containerships. During the year ended December 31, 2025, the amount of $45,502 was drawn and during the nine month period ended September 30, 2026, in relation to the deliveries of the two 7,900 TEU newbuilding containerships, the remaining amount of $106,000 was drawn. As of September 30, 2026, the total outstanding balance was $151,502. The credit facility matures in the second and third quarters of 2038 and bears interest at Compounded SOFR plus 124 bps per annum.

On September 30, 2022, Navios Partners entered into a credit facility with KFW for a total amount of up to $86,240 in order to finance part of the acquisition cost of two newbuilding containerships. Following the deliveries of the two 5,300 TEU newbuilding containerships in November 2023 and January 2024, the full amount was drawn. In September 2026, Navios Partners prepaid the amount of $35,709 relating to one containership that was released from the facility. As of September 30, 2026, the total outstanding balance was $36,383. The credit facility matures in the first quarter of 2031 and bears interest at Compounded SOFR plus 200 bps per annum.

HELLENIC BANK PUBLIC COMPANY LIMITED: On December 4, 2024, Navios Partners entered into a credit facility with Hellenic Bank Public Company Limited for a total amount of up to $30,000 in order to refinance the existing indebtedness of four of its vessels. In December 2024, the full amount was drawn. During the year ended December 31, 2025, in relation to the sales of a 2006-built Panamax of 76,596 dwt and a 2009-built transhipper vessel of 57,573 dwt, the aggregate amount of $11,150 was prepaid. In September 2026, the outstanding balance of $13,100 was fully prepaid.

EUROBANK S.A.: On September 27, 2024, Navios Partners entered into a credit facility with Eurobank S.A. for a total amount of up to $48,000 (divided into two advances) in order to refinance the existing indebtedness of three of its vessels (advance A) and to finance part of the acquisition cost of one Ultra-Handymax vessel (advance B). During the year ended December 31, 2024, the full amount was drawn. During the year ended December 31, 2025, in relation to the sale of a 2007-built MR2 product tanker vessel of 50,922 dwt, the amount of $6,850 was prepaid. In September 2026, the outstanding balance of $32,460 was fully prepaid.

On May 2, 2023, Navios Partners entered into a credit facility with Eurobank S.A. for a total amount of up to $30,000 to refinance the existing indebtedness of three of its tanker vessels and for general corporate purposes. In May 2023, the full amount was drawn. During the year ended December 31, 2024, in relation to the sale of a 2009-built MR2 product tanker vessel of 50,470 dwt, the amount of $7,300 was prepaid. During the year ended December 31, 2025, in relation to the sale of a 2007-built MR2 product tanker vessel of 50,922 dwt, the amount of $4,750 was prepaid. In September 2026, the outstanding balance of $8,905 was fully prepaid.

NATIONAL BANK OF GREECE S.A.: On September 19, 2024, Navios Partners entered into a credit facility with National Bank of Greece S.A. for a total amount of up to $130,000 (divided into two tranches) in order to refinance the existing indebtedness of six of its vessels (tranche A) and to finance part of the acquisition cost of one Aframax/ LR2 newbuilding tanker vessel (tranche B). During the year ended December 31, 2024, the amount of $81,218 in relation to tranche A was drawn. During the year ended December 31, 2025, in relation to the delivery of the 2025-built Aframax/ LR2 of 115,812 dwt, the amount of $45,000 was drawn (tranche B) and in relation to the sale of a 2010-built VLCC of 296,988 dwt, the amount of $15,365 was prepaid. During the nine month period ended September 30, 2026, the aggregate amount of $24,326 was prepaid in relation to the sale of a 2008-built 4,730 TEU containership and a 2011-built VLCC of 297,491 dwt. As of September 30, 2026, the total outstanding balance was $61,713. The credit facility matures five years after each drawdown date and bears interest at Term Secured Overnight Financing Rate ("Term SOFR") (with an option to switch to Compounded SOFR) plus 175 bps per annum and 150 bps per annum for tranche A and tranche B, respectively.

FIRST-CITIZENS BANK & TRUST COMPANY: On December 21, 2022, Navios Partners entered into a credit facility with First-Citizens Bank & Trust Company for a total amount of up to $44,200 in order to refinance the existing indebtedness

of three of its tanker vessels and for general corporate purposes. On January 9, 2023, the full amount was drawn. In May 2026, the outstanding balance of $24,700 was fully prepaid.

Financial Liabilities

In September 2026, Navios Partners entered into a sale and leaseback agreement of $45,885 with an unrelated third party in order to finance part of the acquisition cost of one Aframax/LR2 newbuilding tanker vessel, currently under construction. Navios Partners has a purchase obligation to acquire the vessel at the end of the lease term and under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company will not derecognize the respective vessel from its balance sheet and will account for the amount that will be received under the sale and leaseback transaction as a financial liability. As of September 30, 2026, the total amount remained undrawn. The sale and leaseback agreement matures seven years after the delivery date of the vessel and bears interest at Term SOFR plus 150 bps per annum.

In January 2026, Navios Partners entered into sale and leaseback agreements of $36,000 with unrelated third parties for three of its vessels. Navios Partners has a purchase obligation to acquire the vessels at the end of the lease term and under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessels from its balance sheet and accounted for the amounts received under the sale and leaseback transaction as a financial liability. In January 2026, the full amount was drawn. The sale and leaseback agreements mature in the first quarter of 2031 and bear interest at Term SOFR plus 190 bps per annum. As of September 30, 2026, the outstanding balance under the sale and leaseback agreements was $33,000.

In November 2023, Navios Partners entered into sale and leaseback agreements of $175,600 with unrelated third parties in order to finance the acquisition of two 5,300 TEU newbuilding containerships and two Aframax/LR2 newbuilding tanker vessels. Navios Partners has a purchase obligation to acquire the vessels at the end of the lease term and under ASC 842-40, the transfer of the vessels was determined to be a failed sale. In accordance with ASC 842-40, Navios Partners did not derecognize the respective vessels from its balance sheet and accounted for the amounts received under the sale and leaseback transaction as a financial liability. During the year ended December 31, 2024, the Company drew a total amount of $131,750 in relation to the deliveries of three vessels, and during the year ended December 31, 2025, the remaining amount of $43,850 was drawn in relation to the delivery of the 2025-built Aframax/LR2 tanker vessel of 115,807 dwt. During the fourth quarter of 2025, Navios Partners amended its existing sale and leaseback agreements, prepaid an outstanding balance of $82,480 and released the two Aframax/LR2 tanker vessels from the sale and leaseback agreements. Under this amendment, in January 2026, Navios Partners entered into sale and leaseback agreements of $90,000 in order to finance the acquisition of two additional Aframax/LR2 newbuilding tanker vessels. During the nine month period ended September 30, 2026, in relation to the deliveries of the two Aframax/LR2 newbuilding tanker vessels, the full amount was drawn. The sale and leaseback agreements mature ten and nine years after the delivery date of the containerships and tanker vessels, respectively, and bear interest at Term SOFR plus 200 bps per annum. As of September 30, 2026, the outstanding balance under the sale and leaseback agreements was $166,328.

In May 2023, Navios Partners entered into sale and leaseback agreements of $178,000 with unrelated third parties in order to finance the acquisition of two 5,300 TEU newbuilding containerships and two Aframax/LR2 newbuilding tanker vessels. Navios Partners has a purchase option to acquire the vessels at the end of the lease term and given the fact that such exercise price is not equal to the expected fair value of each asset at the end of the lease term, under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessels from its balance sheet and accounted for the amounts received under the sale and leaseback transaction as a financial liability. During the year ended December 31, 2024, following the deliveries of the four vessels, the full amount was drawn. In September 2025, Navios Partners amended its existing sale and leaseback agreements. Following this amendment, Navios Partners exercised the early purchase option for the two Aframax/LR2 tanker vessels and prepaid the amount of $81,315. Under this amendment, Navios Partners also entered into sale and leaseback agreements of $89,000 in order to finance part of the acquisition cost of two additional Aframax/LR2 newbuilding tanker vessels. During the year ended December 31, 2025 the amount of $6,455 was drawn and during the nine month period ended September 30, 2026, in relation to the deliveries of the two Aframax/LR2 newbuilding tanker vessels, the remaining amount of $82,545 was drawn. The sale and leaseback agreements mature ten years after the delivery date of each vessel and bear interest at Term SOFR plus 210 bps per annum. As of September 30, 2026, the outstanding balance under the sale and leaseback agreements was $154,255.

On August 16, 2021, the Company entered into a sale and leaseback agreement of $15,000 with an unrelated third party for the Navios Pollux, a 2009-built Capesize vessel of 180,727 dwt. Navios Partners has a purchase obligation to acquire the vessel at the end of the lease term and under ASC 842-40, the transfer of the vessel was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessel from its balance sheet and accounted for the amount received under the sale and leaseback agreement as a financial liability. In August 2021, the full amount was

drawn. During the nine month period ended September 30, 2026, the Company declared its option to acquire the vessel and following the acquisition of the vessel, the outstanding balance under the sale and leaseback agreement of $7,122 was fully prepaid.

Following the acquisition of 36-vessel dry bulk fleet from Navios Maritime Holdings Inc. ("Navios Holdings"), Navios Partners assumed the following financial liabilities:

In December 2021, Navios Holdings entered into a sale and leaseback agreement with an unrelated third party for $19,000 in order to finance a Capesize vessel. Navios Partners has a purchase obligation to acquire the vessel at the end of the lease term and under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessel from its balance sheet and accounted for the liability assumed under the sale and leaseback agreement as a financial liability. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the outstanding balance under the sale and leaseback agreement of $8,622 was fully prepaid.

In December 2021, Navios Holdings entered into a sale and leaseback agreement with an unrelated third party for $20,000 in order to finance a Capesize vessel. Navios Partners has a purchase obligation to acquire the vessel at the end of the lease term and under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessel from its balance sheet and accounted for the liability assumed under the sale and leaseback agreement as a financial liability. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the outstanding balance under the sale and leaseback agreement of $8,675 was fully prepaid.

In February 2020, Navios Holdings entered into a sale and leaseback agreement with an unrelated third party for $35,000 in order to finance a Capesize vessel. Navios Partners has a purchase option to acquire the vessel at the end of the lease term and given the fact that such exercise price is not equal to the expected fair value of the asset at the end of the lease term, under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessel from its balance sheet and accounted for the liability assumed under the sale and leaseback agreement as a financial liability. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the outstanding balance under the sale and leaseback agreement of $17,936 was fully prepaid.

In November 2019, Navios Holdings entered into a sale and leaseback agreement with an unrelated third party for $33,000 in order to finance a Capesize vessel. Navios Partners has a purchase option to acquire the vessel at the end of the lease term and given the fact that such exercise price is not equal to the expected fair value of the asset at the end of the lease term, under ASC 842-40, the transaction was determined to be a failed sale. In accordance with ASC 842-40, the Company did not derecognize the respective vessel from its balance sheet and accounted for the liability assumed under the sale and leaseback agreement as a financial liability. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the outstanding balance under the sale and leaseback agreement of $16,709 was fully prepaid.

Upon acquisition of the majority of outstanding stock of Navios Maritime Acquisition Corporation ("Navios Acquisition"), Navios Partners assumed the following financial liability:

On March 31, 2018, Navios Acquisition entered into sale and leaseback agreements of $71,500 with unrelated third parties to refinance the outstanding balance of the existing facility on four product tanker vessels. Navios Acquisition has a purchase obligation to acquire the vessels at the end of the lease term and under ASC 842-40, the transaction was accounted for as a failed sale. In accordance with ASC 842-40, Navios Acquisition did not derecognize the respective vessels from its balance sheet and accounted for the amounts received under the sale and leaseback transaction as a financial liability. In April 2018, Navios Acquisition drew $71,500 under this agreement. During the year ended December 31, 2025, following the prepayment of their outstanding balance of $18,776, three vessels were released from the sale and leaseback agreements. During the nine month period ended September 30, 2026, the outstanding balance under the sale and leaseback agreement of $6,162 was fully prepaid and refinanced.

Finance Lease Liabilities

On September 24, 2026, Navios Partners took delivery of the Nave Harmony, a 2026-built MR2 product tanker vessel of 49,998 dwt, under a ten-year bareboat charter-in agreement. The bareboat charter-in provides for purchase options with de-escalating purchase prices starting at the end of the fourth year. The Company has performed an assessment considering the lease classification criteria under ASC 842 and concluded that the agreement is a finance lease. Consequently, the Company has recognized a finance lease liability based on the net present value of the charter-in payments including the purchase option to acquire the vessel at the end of the lease period, discounted by the Company's incremental borrowing rate of approximately 7%. As of September 30, 2026, the outstanding balance was $31,250 and is repayable in ten years (see Note 4 – Vessels, net).

On April 28, 2026, Navios Partners took delivery of the Nave Hina, a 2026-built MR2 product tanker vessel of 49,996 dwt, under a ten-year bareboat charter-in agreement. The bareboat charter-in provides for purchase options with de-escalating purchase prices starting at the end of the fourth year. The Company has performed an assessment considering the lease classification criteria under ASC 842 and concluded that the agreement is a finance lease. Consequently, the Company has recognized a finance lease liability based on the net present value of the charter-in payments including the purchase option to acquire the vessel at the end of the lease period, discounted by the Company's incremental borrowing rate of approximately 6%. As of September 30, 2026, the outstanding balance was $31,857 and is repayable in ten years (see Note 4 – Vessels, net).

On July 29, 2022, Navios Partners took delivery of the Navios Magellan II, a 2020-built Kamsarmax vessel of 82,037 dwt, for a remaining eight-year bareboat charter-in agreement. The bareboat charter-in provides for purchase options with de-escalating purchase prices. The Company has performed an assessment considering the lease classification criteria under ASC 842 and concluded that the arrangement is a finance lease. Consequently, the Company has recognized a finance lease liability amounting to $19,385 based on the net present value of the remaining charter-in payments including the purchase option to acquire the vessel at the end of the lease period, discounted by the Company's incremental borrowing rate of approximately 6%. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel and remeasured the finance lease liability. The finance lease liability recognized at the date of remeasurement was increased by $927. The corresponding right-of-use asset under finance lease was adjusted upon remeasurement of the finance lease liability. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the Company prepaid in full the outstanding balance of the finance lease liability as of that date (see Note 4 – Vessels, net).

On July 29, 2022, Navios Partners took delivery of the Navios Uranus, a 2019-built Kamsarmax vessel of 81,821 dwt, for a remaining seven-year bareboat charter-in agreement. The bareboat charter-in provides for purchase options with de-escalating purchase prices. The Company has performed an assessment considering the lease classification criteria under ASC 842 and concluded that the arrangement is a finance lease. Consequently, the Company has recognized a finance lease liability amounting to $17,607, based on the net present value of the remaining charter-in payments including the purchase option to acquire the vessel at the end of the lease period, discounted by the Company's incremental borrowing rate of approximately 6%. During the nine month period ended September 30, 2026, the Company declared its option to acquire the vessel and prepaid in full the outstanding balance of the finance lease liability as of that date (see Note 4 – Vessels, net).

On July 29, 2022, Navios Partners took delivery of the Navios Felicity I, a 2020-built Kamsarmax vessel of 81,962 dwt, for a remaining seven-year bareboat charter-in agreement. The bareboat charter-in provides for purchase options with de-escalating purchase prices. The Company has performed an assessment considering the lease classification criteria under ASC 842 and concluded that the arrangement is a finance lease. Consequently, the Company has recognized a finance lease liability amounting to $17,473, based on the net present value of the remaining charter-in payments including the purchase option to acquire the vessel at the end of the lease period, discounted by the Company's incremental borrowing rate of approximately 6%. Following the successful placement of the 2030 Bonds, during the fourth quarter of 2025, the Company declared its option to acquire the vessel and remeasured the finance lease liability. The finance lease liability recognized at the date of remeasurement was increased by $1,477. The corresponding right-of-use asset under finance lease was adjusted upon remeasurement of the finance lease liability. During the nine month period ended September 30, 2026, following the acquisition of the vessel, the Company prepaid in full the outstanding balance of the finance lease liability as of that date (see Note 4 – Vessels, net).

Based on management estimates and market conditions, the lease term of the leases is being assessed at each balance sheet date. At lease commencement, the Company determines a discount rate to calculate the present value of the lease payments so that it can determine lease classification and measure the lease liability. In determining the discount rate to be used at lease commencement, the Company used its incremental borrowing rate as there was no implicit rate included in charter-in

contracts that could be readily determinable. The incremental borrowing rate is the rate that reflects the interest a lessee would have to pay to borrow funds on a collateralized basis over a similar term and in a similar economic environment.

For the nine month periods ended September 30, 2026 and 2025, payments related to the finance lease liabilities amounted to $11,446 and $12,641, respectively, and are presented under the caption "Repayment of long-term debt, finance lease and financial liabilities" in the condensed Consolidated Statements of Cash Flows.

Covenants and Other Terms of Credit Facilities, Bonds and Financial Liabilities

The credit facilities, certain financial liabilities and the 2030 Bonds contain a number of restrictive covenants that prohibit or limit Navios Partners from, among other things: incurring or guaranteeing indebtedness; entering into affiliate transactions; charging, pledging or encumbering the vessels; changing the flag, class, management or ownership of Navios Partners' vessels; changing the commercial and technical management of Navios Partners' vessels; selling or changing the beneficial ownership or control of Navios Partners' vessels; not maintaining Angeliki Frangou's or her affiliates' ownership in Navios Partners of at least 5.0%; and subordinating the obligations under the credit facilities to any general and administrative costs related to the vessels and the payables under the Master Management Agreement (as defined herein).

The Company's credit facilities, the 2030 Bonds and certain financial liabilities also require compliance with a number of financial covenants, including to maintain: (i) a required security cover ranging over 120% to 135%; (ii) minimum free consolidated liquidity in an amount equal to $500 per owned vessel and a number of vessels as defined in the Company's credit facilities, bonds and financial liabilities; (iii) a ratio of EBITDA to interest expense of at least 2.00:1.00; (iv) a ratio of total liabilities or total debt to total assets (as defined in the Company's credit facilities, bonds and financial liabilities) ranging from less than 0.75 to 0.80; (v) a minimum net worth of $135,000; and (vi) a debt service cover ratio for certain vessels (as defined in the Company's credit facility) of at least 1.00:1.00.

It is an event of default under the credit facilities, the 2030 Bonds and certain financial liabilities if such covenants are not complied with in accordance with the terms and subject to the prepayments or cure provisions of the financing agreements.

As of September 30, 2026, Navios Partners was in compliance with the financial covenants in each of its credit facilities, the 2030 Bonds and certain financial liabilities.

The annualized weighted average interest rates of the Company's total borrowings for each of the three and nine month periods ended September 30, 2026, were 5.7%. The annualized weighted average interest rates of the Company's total borrowings for each of the three and nine month periods ended September 30, 2025, were 6.3%.

The maturity table below reflects the principal payments of all borrowings of Navios Partners outstanding as of September 30, 2026, based on the repayment schedules of the respective credit facilities, the 2030 Bonds, financial liabilities and finance lease liabilities.

12-Month Period Ending:	**Amount**
September 30, 2027	$ 211,720
September 30, 2028	208,671
September 30, 2029	267,008
September 30, 2030	201,551
September 30, 2031	483,998
September 30, 2032 and thereafter	899,561
Total	**$ 2,272,509**

NOTE 7 – INTEREST EXPENSE AND FINANCE COST, NET

Interest expense and finance cost, net for the three and nine month periods ended September 30, 2026 and 2025 consisted of the following:

	Three Month Period Ended September 30, 2026	Three Month Period Ended September 30, 2025	Nine Month Period Ended September 30, 2026	Nine Month Period Ended September 30, 2025
Interest expense incurred on credit facilities and financial liabilities	$ 22,398	$ 29,841	$ 64,848	$ 88,933
Interest expense incurred on finance lease liabilities	5,008	5,359	14,396	16,129
Interest expense incurred on senior unsecured bonds	6,394	—	18,242	—
Interest expense capitalized related to deposits for vessel acquisitions	(6,332)	(4,692)	(16,479)	(12,874)
Amortization and write-off of deferred finance costs and bond premium	2,164	2,405	5,935	6,304
Discount effect of long-term assets and other finance costs	317	1,819	2,927	3,235
Total interest expense and finance cost, net	**$ 29,949**	**$ 34,732**	**$ 89,869**	**$ 101,727**

Interest expense incurred on deposits for vessel acquisitions was initially capitalized under the caption “Deposits for vessel acquisitions” in the condensed Consolidated Balance Sheets.

NOTE 8 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of many of Navios Partners’ financial instruments, including accounts receivable and accounts payable approximate their fair value due primarily to the short-term maturity of the related instruments.

Fair value of financial instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

Cash and cash equivalents: The carrying amounts reported in the condensed Consolidated Balance Sheets for interest bearing deposits approximate their fair value because of the short maturity of these deposits.

Restricted cash: The carrying amounts reported in the condensed Consolidated Balance Sheets for interest bearing deposits approximate their fair value because of the short maturity of these deposits.

Other investments: The carrying amounts reported in the condensed Consolidated Balance Sheets for interest bearing deposits approximate their fair value because of the short maturity of these deposits.

Amounts due from related parties, current: The carrying amount of due from related parties, current reported in the condensed Consolidated Balance Sheets approximates its fair value due to the short-term nature of these receivables.

Amounts due from related parties, non-current: The carrying amount of due from related parties, non-current reported in the condensed Consolidated Balance Sheets approximates its fair value as it represents the net present value of the related receivable.

Amounts due to related parties, current: The carrying amount of due to related parties, current reported in the condensed Consolidated Balance Sheets approximates its fair value due to the short-term nature of these payables.

Senior unsecured bonds, net: The book value has been adjusted to reflect the net presentation of deferred finance costs and the addition of bond premium. The 2030 Bonds are a fixed-rate borrowing and its carrying value approximates its fair value.

Credit facilities and financial liabilities, including current portion, net: The book value has been adjusted to reflect the net presentation of deferred finance costs. The outstanding balance of the floating rate credit facilities and financial liabilities continues to approximate its fair value, excluding the effect of any deferred finance costs.

Fair value of derivative, including current portion: The carrying amounts reported in the condensed Consolidated Balance Sheets for interest rate swap agreements represent their fair value.

The estimated fair values of the Navios Partners' financial instruments are as follows:

	September 30, 2026		December 31, 2025	
	Book Value	Fair Value	Book Value	Fair Value
Cash and cash equivalents	$ 363,353	$ 363,353	$ 402,783	$ 402,783
Restricted cash	$ —	$ —	$ 186	$ 186
Other investments	$ 145,000	$ 145,000	$ 10,483	$ 10,483
Amounts due from related parties, current	$ 1,671	$ 1,671	$ 1,720	$ 1,720
Amounts due from related parties, non-current	$ 5,537	$ 5,537	$ 7,142	$ 7,142
Amounts due to related parties, current	$ (46,578)	$ (46,578)	$ (23,484)	$ (23,484)
Senior unsecured bonds, net	$ (325,168)	$ (337,557)	$ (294,392)	$ (299,814)
Credit facilities and financial liabilities, including current portion, net	$ (1,584,214)	$ (1,605,047)	$ (1,535,334)	$ (1,557,238)
Fair value of derivative assets/ (liabilities), including current portion	$ 1,066	$ 1,066	$ (2,261)	$ (2,261)

Fair Value Measurements

The estimated fair value of the Company's financial instruments that are not measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, are as follows:

Level I: Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets that the Company has the ability to access. Valuation of these items does not entail a significant amount of judgment.

Level II: Inputs other than quoted prices included in Level I that are observable for the asset or liability through corroboration with market data at the measurement date.

Level III: Inputs that are unobservable. The Company did not use any Level III inputs as of September 30, 2026 and December 31, 2025.

	Fair Value Measurements as at September 30, 2026			
	Total	Level I	Level II	Level III
Cash and cash equivalents	$ 363,353	$ 363,353	$ —	$ —
Restricted cash	$ —	$ —	$ —	$ —
Other investments	$ 145,000	$ 145,000	$ —	$ —
Amounts due from related parties, current	$ 1,671	$ —	$ 1,671	$ —
Amounts due from related parties, non-current	$ 5,537	$ —	$ 5,537	$ —
Amounts due to related parties, current	$ (46,578)	$ —	$ (46,578)	$ —
Senior unsecured bonds, net	$ (337,557)	$ (337,557)	$ —	$ —
Credit facilities and financial liabilities, including current portion, net [(1)]	$ (1,605,047)	$ —	$ (1,605,047)	$ —

	Fair Value Measurements as at December 31, 2025			
	Total	Level I	Level II	Level III
Cash and cash equivalents	$ 402,783	$ 402,783	$ —	$ —
Restricted cash	$ 186	$ 186	$ —	$ —
Other investments	$ 10,483	$ 10,483	$ —	$ —
Amounts due from related parties, current	$ 1,720	$ —	$ 1,720	$ —
Amounts due from related parties, non-current	$ 7,142	$ —	$ 7,142	$ —
Amounts due to related parties, current	$ (23,484)	$ —	$ (23,484)	$ —
Senior unsecured bonds, net	$ (299,814)	$ (299,814)	$ —	$ —
Credit facilities and financial liabilities, including current portion, net [(1)]	$ (1,557,238)	$ —	$ (1,557,238)	$ —

(1) The fair value of the Company's credit facilities and financial liabilities is estimated based on currently available credit facilities, financial liabilities, interest rate and remaining maturities as well as taking into account the Company's creditworthiness.

As at March 31, 2026, the estimated fair value of the Company's vessel measured at fair value on a non-recurring basis, was based on the concluded sale price and was categorized based upon the fair value hierarchy as follows:

	Fair Value Measurements as at March 31, 2026			
	Total	Level I	Level II	Level III
Vessels, net	$ 10,088	$ —	$ 10,088	$ —

As at September 30, June 30 and March 31, 2025, the estimated fair value of the Company's vessels measured at fair value on a non-recurring basis was categorized based upon the applicable fair value hierarchy. The fair value as at September 30 and March 31, 2025 was determined based on the concluded sale price and the fair value as at June 30, 2025 was determined based on a third party valuation report.

	Fair Value Measurements as at September 30, 2025			
	Total	Level I	Level II	Level III
Vessels, net	$ 8,245	$ —	$ 8,245	$ —

	Fair Value Measurements as at June 30, 2025			
	Total	Level I	Level II	Level III
Vessel held for sale	$ 30,000	$ —	$ 30,000	$ —

	Fair Value Measurements as at March 31, 2025			
	Total	Level I	Level II	Level III
Vessel held for sale	$ 8,051	$ —	$ 8,051	$ —

Derivative Instruments

In February 2025, Navios Partners entered into interest rate swaps with a commercial bank for a notional amount of $87,860 (the "Swap Transaction") to hedge the interest rate of its existing credit facility. Under the terms of the Swap Transaction, Navios Partners pays a fixed rate of 412 bps per annum and receives a floating rate based on the three month average of the daily Compounded SOFR. No additional collateral is required under the terms of the Swap Transaction.

The Swap Transaction is designated as an accounting hedge of the variability in cash flows associated with a forecasted transaction (cash flow hedge) to address the Company's exposure to variability in expected future cash flows arising from interest rate fluctuations. In accordance with ASC 815, the Company completed the required formal hedge documentation at the inception of the hedging relationship. As a result, the Swap Transaction qualifies for hedge accounting. Changes in the fair value of the Swap Transaction that are determined to be effective are presented under the caption "Accumulated Other Comprehensive Income/ (Loss)" in the condensed Consolidated Balance Sheets and condensed Consolidated Statements of Changes in Partners' Capital.

As of September 30, 2026, the amounts of $388 and $678 are presented under the captions “Fair value of derivatives, current” and “Fair value of derivatives, non-current”, respectively, within assets in the condensed Consolidated Balance Sheets. As of December 31, 2025, the amounts of $646 and $1,615 are presented under the captions “Fair value of derivatives, current” and “Fair value of derivatives, non-current”, respectively, within liabilities in the condensed Consolidated Balance Sheets.

The following table presents the terms of the Swap Transaction and the respective fair value amount as of September 30, 2026 and December 31, 2025. The fair value of the Swap Transaction is measured using level II inputs of the fair value hierarchy and is derived principally from, or corroborated by, observable market data, such as interest rate and yield curves.

Derivative assets/ (liabilities):

Effective Date	Termination Date	Notional Amount on Effective Date	Fixed Rate	Fair Value as at September 30, 2026 (Level II)	Fair Value as at December 31, 2025 (Level II)
1/27/2025	3/26/2029	$ 87,860	4.12%	$ 1,066	$ (2,261)
Total fair value of derivative assets/ (liabilities), including current portion				**$ 1,066**	**$ (2,261)**

	Amount Recognized in Other Comprehensive Income/ (Loss)			
	Three Month Period Ended September 30, 2026	Three Month Period Ended September 30, 2025	Nine Month Period Ended September 30, 2026	Nine Month Period Ended September 30, 2025
Unrealized gain/ (loss) on cash flow hedges	$ 1,631	$ (108)	$ 3,327	$ (2,422)
Total other comprehensive income/ (loss)	**$ 1,631**	**$ (108)**	**$ 3,327**	**$ (2,422)**

As of September 30, 2026 and December 31, 2025, the Company did not hold any interest rate swaps that do not qualify for hedge accounting.

NOTE 9 – REPURCHASES AND ISSUANCE OF UNITS

In July 2022, the Board of Directors of Navios Partners authorized a common unit repurchase program for up to $100,000. In July 2026, the Board of Directors of Navios Partners authorized a new common unit repurchase program for up to $200,000 that became effective in the third quarter of 2026. Upon termination of the previously authorized $100,000 common unit repurchase program in August 2026, the remaining availability was added to the Company’s new common unit repurchase program, resulting in an aggregate repurchase authorization of up to $207,381. Common unit repurchases will be made from time to time for cash in open market transactions at prevailing market prices or in privately negotiated transactions. The timing and amount of repurchases under the program will be determined by Navios Partners’ management based upon market conditions and financial and other considerations, including working capital and planned or anticipated growth opportunities. The program does not require any minimum repurchase or any specific number of common units and may be suspended or reinstated at any time in the Company’s discretion and without notice. The Board of Directors will review the program periodically. As of September 30, 2026, the Company had repurchased 442,465 common units in 2026 and 1,961,732 common units since the commencement of its initial common unit repurchase program in 2024, for a total cost of approximately $31,999 and $99,999, respectively. As of November 13, 2026, the Company had repurchased 2,048,333 common units since the commencement of its initial common unit repurchase program in 2024, for a total cost of approximately $107,741.

NOTE 10 – INCOME TAXES

The Republic of the Marshall Islands does not impose a tax on international shipping income. Under the laws of the countries of the vessel-owning subsidiaries' incorporation and/or redomiciliation and/or vessels' registration, the vessel-owning subsidiaries are subject to registration and tonnage taxes, which have been included in vessel expenses in the accompanying condensed Consolidated Statements of Comprehensive Income.

In accordance with the currently applicable Greek law, foreign flagged vessels that are managed by Greek or foreign ship management companies having established an office in Greece on the basis of the applicable licensing regime are subject to tax liability towards the Greek state, which is calculated on the basis of the relevant vessel's tonnage. A tax credit is recognized for tonnage tax (or similar tax) paid abroad, up to the amount of the tax due in Greece.

The owner, the manager and the bareboat charterer or the financial lessee (where applicable) are liable to pay the tax due to the Greek state. The payment of said tax exhausts the tax liability of the foreign ship owning company, the bareboat charterer, the financial lessee (as applicable) and the relevant manager against any tax, duty, charge or contribution payable on income from the exploitation of the foreign flagged vessel outside Greece.

The Company has elected to be treated and is currently treated as a corporation for U.S. federal income tax purposes. As such, the Company is not subject to section 1446 as that section only applies to entities that for U.S. federal income tax purposes are characterized as partnerships.

Pursuant to Section 883 of the Internal Revenue Code of the United States, U.S. source income from the international operation of ships is generally exempt from U.S. income tax if the company operating the ships meets certain incorporation and ownership requirements. Among other things, in order to qualify for this exemption, the company operating the ships must be incorporated in a country, which grants an equivalent exemption from income taxes to U.S. corporations. All the vessel-owning subsidiaries satisfy these initial criteria.

In addition, these companies must meet an ownership test. The management of Navios Partners believes that this ownership test was satisfied prior to the initial public offering (the "IPO") by virtue of a special rule applicable to situations where the ship operating companies are beneficially owned by a publicly traded company. Although not free from doubt, management also believes that the ownership test will be satisfied based on the trading volume and ownership of Navios Partners' units, but no assurance can be given that this will remain so in the future.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Navios Partners is involved in various disputes and arbitration proceedings arising in the ordinary course of business. Provisions have been recognized in the financial statements for all such proceedings where Navios Partners believes that a liability may be probable, and for which the amounts are reasonably estimable, based upon facts known at the date the financial statements were prepared. Management believes the ultimate disposition of these matters will be immaterial individually and in the aggregate to Navios Partners' financial position, results of operations or liquidity.

During the second quarter of 2023, Navios Partners agreed to acquire two newbuilding Japanese MR2 product tanker vessels from an unrelated third party under bareboat contracts. Each vessel is bareboat-in for ten years. Navios Partners has the option to acquire the vessels starting at the end of year four until the end of the charter period. Navios Partners agreed to pay in total $18,000, representing a deposit for the option to acquire the vessels after the end of the fourth year. On September 24, 2026, Navios Partners took delivery of the Nave Harmony. The second vessel is expected to be delivered into Navios Partners' fleet during the fourth quarter of 2026. Through December 31, 2025 and during the nine month period ended September 30, 2026, the amounts of $9,000 and $4,500, respectively, in relation to the deposit for the option to acquire the two vessels and the delivery of the one vessel, were paid. As of September 30, 2026, the total amount of $7,384, including capitalized expenses, is presented under the caption "Other long-term assets" in the condensed Consolidated Balance Sheets.

In August 2023, Navios Partners agreed to acquire two newbuilding Japanese MR2 product tanker vessels from an unrelated third party under bareboat contracts. Each vessel is bareboat-in for ten years. Navios Partners has the option to acquire the vessels starting at the end of year four until the end of the charter period. Navios Partners agreed to pay in total $20,000, representing a deposit for the option to acquire the vessels after the end of the fourth year. The vessels are expected to be delivered into Navios Partners' fleet during the first half of 2027. Through December 31, 2025, the aggregate amount of $10,000 in relation to the deposit for the option to acquire the two vessels, was paid. As of September 30, 2026, the total

amount of $15,613, including capitalized expenses, is presented under the caption "Other long-term assets" in the condensed Consolidated Balance Sheets.

During the first quarter of 2024, Navios Partners agreed to acquire two 115,000 dwt Aframax/LR2 newbuilding scrubber-fitted tanker vessels from an unrelated third party for a purchase price of $61,250 each (plus $3,300 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the first half of 2027. Navios Partners agreed to pay in total $27,562, plus extras in four installments for each vessel and the remaining amount of $33,688 plus extras for each vessel will be paid upon delivery of each vessel. Through December 31, 2025 and during the nine month period ended September 30, 2026, the aggregate amounts of $24,500 and $18,375, respectively, were paid. As of September 30, 2026, the total amount of $42,875 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

During the second quarter of 2024, Navios Partners agreed to acquire four 115,000 dwt Aframax/LR2 newbuilding scrubber-fitted tanker vessels from an unrelated third party for a purchase price of $62,250 (plus $3,300 per vessel in additional features) for each of the first two vessels and a purchase price of $63,000 (plus $3,300 per vessel in additional features) for each of the other two vessels. The vessels are expected to be delivered into Navios Partners' fleet during 2027 and the first half of 2028. For the first two vessels, Navios Partners agreed to pay in total $34,238, plus extras in four installments for each vessel and the remaining amount of $28,012, plus extras for each vessel will be paid upon delivery of each vessel. For the other two vessels, Navios Partners agreed to pay in total $34,650, plus extras in four installments for each vessel and the remaining amount of $28,350, plus extras for each vessel will be paid upon delivery of each vessel. Through December 31, 2025 and during the nine month period ended September 30, 2026, the aggregate amounts of $68,850 and $18,750, respectively, were paid. As of September 30, 2026, the total amount of $87,600 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

During the third quarter of 2024, Navios Partners agreed to acquire two 7,900 TEU newbuilding methanol-ready and scrubber-fitted containerships from an unrelated third party for a purchase price of $102,750 each (plus $3,250 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the first half of 2027. Navios Partners agreed to pay in total $82,200, plus extras in four installments for each vessel and the remaining amount of $20,550, plus extras for each vessel will be paid upon delivery of each vessel. Through December 31, 2025 and during the nine month period ended September 30, 2026, the aggregate amounts of $82,200 and $51,375, respectively, were paid. As of September 30, 2026, the total amount of $133,575 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

During the second quarter of 2025, Navios Partners agreed to acquire two 115,000 dwt Aframax/LR2 newbuilding scrubber-fitted tanker vessels from an unrelated third party for a purchase price of $63,200 each (plus $3,300 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the first half of 2027. Navios Partners agreed to pay in total $31,600, plus extras in four installments for each vessel and the remaining amount of $31,600, plus extras for each vessel will be paid upon delivery of each vessel. Through December 31, 2025 and during the nine month period ended September 30, 2026, the aggregate amounts of $18,960 and $25,280, respectively, were paid. As of September 30, 2026, the total amount of $44,240 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

During the third quarter of 2025, Navios Partners agreed to acquire four 8,850 TEU newbuilding methanol-ready and scrubber-fitted containerships from an unrelated third party for a purchase price of $113,250 each (plus $1,845 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the second half of 2027 and the first half of 2028. Navios Partners agreed to pay in total $79,275, plus extras in four installments for each vessel and the remaining amount of $33,975, plus extras for each vessel will be paid upon delivery of each vessel. During the nine month period ended September 30, 2026, the aggregate amount of $84,938 was paid. As of September 30, 2026, the total amount of $84,938 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

During the fourth quarter of 2025, Navios Partners agreed to acquire two Japanese Capesize newbuilding scrubber-fitted vessels from an unrelated third party under 12-year bareboat-in contracts. Navios Partners has the option to acquire the vessels starting at the end of year four until the end of the charter period. Navios Partners agreed to pay in total $10,000, representing a deposit for the option to acquire the vessels after the end of the fourth year. The vessels are expected to be delivered into Navios Partners' fleet during the second half of 2028 and the first quarter of 2029. During the nine month period ended September 30, 2026, the aggregate amount of $5,000 in relation to the deposit for the option to acquire the two vessels, was paid. As of September 30, 2026, the total amount of $6,391, including capitalized expenses, is presented under the caption "Other long-term assets" in the condensed Consolidated Balance Sheets.

In May 2026, Navios Partners agreed to acquire four VLCC newbuilding scrubber-fitted tanker vessels from an unrelated third party for a purchase price of $120,500 each (plus $170 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during 2028. Navios Partners agreed to pay in total $60,250, plus extras in four installments for each vessel and the remaining amount of $60,250, plus extras for each vessel will be paid upon delivery of each vessel. During the nine month period ended September 30, 2026, the aggregate amount of $72,300 was paid. As of September 30, 2026, the total amount of $72,300 is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

In June 2026, Navios Partners agreed to acquire two VLCC newbuilding scrubber-fitted tanker vessels from an unrelated third party for a purchase price of $120,500 each (plus $170 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the first half of 2029. Navios Partners agreed to pay in total $60,250, plus extras in four installments for each vessel and the remaining amount of $60,250, plus extras for each vessel will be paid upon delivery of each vessel. The closing of the transactions is subject to completion of customary documentation.

In July 2026, Navios Partners agreed to acquire one Japanese Capesize newbuilding scrubber-fitted vessel from an unrelated third party under a ten-year bareboat-in contract. Navios Partners has the option to acquire the vessel starting at the end of year four until the end of the charter period. Navios Partners agreed to pay in total $5,500, representing a deposit for the option to acquire the vessel after the end of the fourth year. The vessel is expected to be delivered into Navios Partners' fleet during the second half of 2029. During the nine month period ended September 30, 2026, the amount of $2,750 in relation to the deposit for the option to acquire the vessel, was paid. As of September 30, 2026, the total amount of $3,474, including capitalized expenses, is presented under the caption "Other long-term assets" in the condensed Consolidated Balance Sheets.

In July 2026, Navios Partners agreed to acquire one VLCC newbuilding scrubber-fitted tanker vessel from an unrelated third party for a purchase price of $120,500 (plus $170 in additional features). The vessel is expected to be delivered into Navios Partners' fleet during the second half of 2029. Navios Partners agreed to pay in total $60,250, plus extras in four installments and the remaining amount of $60,250, plus extras will be paid upon delivery of the vessel. The closing of the transaction is subject to completion of customary documentation.

In September 2026, Navios Partners agreed to acquire two newbuilding scrubber-fitted MR2 product tanker vessels from an unrelated third party for a purchase price of $45,600 each (plus $216 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the second half of 2029. Navios Partners agreed to pay in total $20,520, plus extras in four installments for each vessel and the remaining amount of $25,080, plus extras for each vessel will be paid upon delivery of each vessel. The closing of the transactions is subject to completion of customary documentation.

In September 2026, Navios Partners agreed to acquire four 10,100 TEU newbuilding scrubber/ shore-power-fitted containerships from an unrelated third party for a purchase price of $122,000 each (plus $664 per vessel in additional features). The vessels are expected to be delivered into Navios Partners' fleet during the second half of 2028 and the first half of 2029. Navios Partners agreed to pay in total $61,000, plus extras in four installments for each vessel and the remaining amount of $61,000, plus extras for each vessel will be paid upon delivery of each vessel. The closing of the transactions is subject to completion of customary documentation.

As of September 30, 2026, an amount of $83,079 related to capitalized costs is presented under the caption "Deposits for vessel acquisitions" in the condensed Consolidated Balance Sheets.

The Company's future minimum lease commitments under the Company's bareboat-in contracts for undelivered vessels as of September 30, 2026, are as follows:

12-Month Period Ending:	**Amount**
September 30, 2027	$ 5,981
September 30, 2028	9,406
September 30, 2029	19,771
September 30, 2030	27,266
September 30, 2031	27,266
September 30, 2032 and thereafter	206,898
Total	**$ 296,588**

NOTE 12 – TRANSACTIONS WITH RELATED PARTIES AND AFFILIATES

Since the closing of Navios Partners' IPO in 2007, the Company entered into management agreements, as amended from time to time.

In August 2024, Navios Partners renewed its management agreements with the Manager commencing on January 1, 2025, for a term of ten years, renewing annually (the "Master Management Agreement" and together with the management agreements the "Management Agreements"). At the same time, Navios Partners renewed for a term of ten years its Administrative Services Agreement (as defined herein and together with the Master Management Agreement the "Agreements"). The conflicts committee of the Board of Directors, consisting of independent directors, negotiated and approved the Agreements with the advice of independent legal and financial advisors.

The Master Management Agreement provides for technical and commercial management and related specialized services based on fee structure, including: (i) a fixed technical management fee of initially $0.95 per day per owned vessel for 2025; (ii) a commercial management fee of 1.25% on revenues; (iii) an S&P fee of 1% on purchase or sale price; and (iv) fees for other specialized services (e.g. supervision of newbuilding vessels). Fixed fees are adjusted annually for United States Consumer Price Index. The Master Management Agreement also allows for fixed incentive awards if equity returns exceed certain thresholds, as identified in such agreement, upon the unanimous consent of the Board of Directors of Navios Partners. The Master Management Agreement also provides for payment of a termination fee, which is equal to the net present value of the technical and commercial management fees charged for the most recent calendar year, as set forth in the latest audited annual financial statements for the number of years remaining for the Master Management Agreement, using a 6% discount rate. Operating expenses, drydocking costs and certain fees and costs related to regulatory requirements including ballast water treatment system installation, exhaust gas cleaning system installation and other improvements are reimbursed at cost for all vessels.

Vessel operating expenses - Fixed technical management fee

During the three and nine month periods ended September 30, 2026, fixed technical management fees amounted to $12,989 and $38,538, respectively, and are presented under the caption "Vessel operating expenses" in the condensed Consolidated Statements of Comprehensive Income.

During the three and nine month periods ended September 30, 2025, fixed technical management fees amounted to $13,000 and $38,532, respectively, and are presented under the caption "Vessel operating expenses" in the condensed Consolidated Statements of Comprehensive Income.

Commercial management and specialized services fees

During the three and nine month periods ended September 30, 2026, commercial management fee on revenues amounted to $5,228 and $14,398, respectively, and is presented under the caption "Time charter and voyage expenses" in the condensed Consolidated Statements of Comprehensive Income.

During the three and nine month periods ended September 30, 2025, commercial management fee on revenues amounted to $4,244 and $12,115, respectively, and is presented under the caption "Time charter and voyage expenses" in the condensed Consolidated Statements of Comprehensive Income.

During the three and nine month periods ended September 30, 2026, fee on sales amounted to $635 and $1,893, respectively, and is presented under the caption "Gain/ (loss) on sale of vessels, net" in the condensed Consolidated Statements of Comprehensive Income.

During the three and nine month periods ended September 30, 2025, fee on sales amounted to $224 and $871, respectively, and is presented under the caption "Gain/ (loss) on sale of vessels, net" in the condensed Consolidated Statements of Comprehensive Income.

During the three and nine month periods ended September 30, 2026, fee on purchases amounted to $9,073 and $16,313, respectively, and is presented under the caption "Deposits for acquisition/ option to acquire vessels" in the condensed Consolidated Statements of Cash Flows.

During the three and nine month periods ended September 30, 2025, fee on purchases amounted to $4,604 and $5,934, respectively, and is presented under the caption "Deposits for acquisition/ option to acquire vessels" in the condensed

Consolidated Statements of Cash Flows.

During the three and nine month periods ended September 30, 2026, fees for supervision, pre-delivery and delivery of newbuilding vessels initially presented under the captions "Deposits for vessel acquisitions" and "Other long-term assets" in the condensed Consolidated Balance Sheets amounted to $2,762 and $8,271, respectively.

During the three and nine month periods ended September 30, 2025, fees for supervision, pre-delivery and delivery of newbuilding vessels initially presented under the captions "Deposits for vessel acquisitions" and "Other long-term assets" in the condensed Consolidated Balance Sheets amounted to $1,317 and $5,749, respectively.

General and administrative expenses

The Manager also provides administrative services to Navios Partners, which include bookkeeping, audit and accounting services, legal and insurance services, administrative and clerical services, banking and financial services, advisory services, client and investor relations and other. The Manager is reimbursed at cost for the allocable general and administrative costs and expenses it incurs in connection with the provision of these services.

In August 2024, Navios Partners renewed its administrative services agreement commencing on January 1, 2025, for a term of ten years, renewing annually (the "Administrative Services Agreement"). The Administrative Services Agreement provides for reimbursement of allocable general and administrative costs. The Administrative Services Agreement also provides for payment of a termination fee, which is equal to the costs charged for the most recent calendar year, as set forth in the latest audited annual financial statements.

Total general and administrative expenses reimbursed to the Manager for the three and nine month periods ended September 30, 2026 amounted to $18,758 and $55,535, respectively. Total general and administrative expenses reimbursed to the Manager for the three and nine month periods ended September 30, 2025 amounted to $17,613 and $52,403, respectively.

Balance due to/ from related parties

Balance due to Manager, short-term as of September 30, 2026 and December 31, 2025 amounted to $46,578 and $23,484, respectively. The balances mainly consisted of administrative expenses, drydocking, certain fees and costs related to regulatory requirements including ballast water treatment system, other expenses, as well as vessel operating expenses, in accordance with the Management Agreements and are presented under the caption "Amounts due to related parties, current" in the condensed Consolidated Balance Sheets.

In October 2023, Navios Partners entered into a time charter agreement with a subsidiary of its affiliate Navios South American Logistics Inc. ("NSAL") for the Navios Vega, a 2009-built transhipper vessel. The vessel was delivered during the first quarter of 2024. The term of this time charter agreement was approximately five years, at an originally agreed rate of $25.8 per day. In accordance with an addendum to the time charter agreement, dated in March 2025, the daily rate was amended as follows: (a) $14.0 per day, effective from January 1, 2025, through December 31, 2026; (b) $38.8 per day effective from January 1, 2027, through December 31, 2028; and (c) $25.8 per day effective from January 1, 2029, until termination. This transaction was negotiated with, and unanimously approved by, the Conflicts Committee of Navios Partners. For the three and nine month periods ended September 30, 2025, the amounts of $415 and $5,223, respectively, are presented under the caption "Time charter and voyage revenues" in the condensed Consolidated Statements of Comprehensive Income.

In July 2025, Navios Partners sold the Navios Vega to NSAL for a sale price of $30,000. The transaction was negotiated and approved by the Conflicts Committee of Navios Partners. The sale agreement included a seller's credit of $10,000, payable in four annual installments, of which $2,000 was received during the nine month period ended September 30, 2026 and is presented under the caption "Net cash proceeds from sale of vessels" in the condensed Consolidated Statements of Cash Flows.

As of September 30, 2026 and December 31, 2025, balance due from the abovementioned related party company, short-term amounted to $1,671 and $1,720, respectively, and is presented under the caption "Amounts due from related parties, current" in the condensed Consolidated Balance Sheets. As of September 30, 2026 and December 31, 2025, balance due from the abovementioned related party company, long-term amounted to $5,537 and $7,142, respectively, and is presented under the caption "Amounts due from related parties, non-current" in the condensed Consolidated Balance Sheets. These balances represent the current and non-current portion of the discounted amount of seller's credit as of September 30, 2026 and December 31, 2025.

Others

Navios Partners has entered into an omnibus agreement with Navios Holdings (the "Partners Omnibus Agreement") in connection with the closing of Navios Partners' IPO governing, among other things, when Navios Holdings and Navios Partners may compete against each other as well as rights of first offer on certain dry bulk carriers. Pursuant to the Partners Omnibus Agreement, Navios Holdings generally agreed not to acquire or own Panamax or Capesize dry bulk carriers under time charters of three or more years without consent as required under such agreement.

During the first quarter of 2025, the Company completed the sale of five entities to an entity affiliated with the Company's Chairwoman and Chief Executive Officer, Angeliki Frangou, for a nominal consideration.

General partner

Olympos Maritime Ltd., an entity affiliated to the Company's Chairwoman and Chief Executive Officer, Angeliki Frangou, is the holder of Navios Partners' general partner interest.

NOTE 13 – CASH DISTRIBUTIONS AND EARNINGS PER UNIT

The amount of distributions paid by Navios Partners and the decision to make any distribution is determined by the Company's Board of Directors and will depend on, among other things, Navios Partners' cash requirements as measured by market opportunities and restrictions under its credit agreements and other debt obligations and such other factors as the Board of Directors may deem advisable. There is no guarantee that the Company will pay the quarterly distribution on the common units in any quarter. The Company is prohibited from making any distributions to unitholders if it would cause an event of default, or an event of default exists, under its existing credit agreements and other debt obligations.

There are incentive distribution rights held by Navios GP L.L.C., which are analyzed as follows:

		Marginal Percentage Interest in Distributions		
	Total Quarterly Distribution Target Amount	Common Unitholders	Incentive Distribution Right Holder	General Partner
Minimum Quarterly Distribution	up to $5.25	98%	—	2%
First Target Distribution	up to $6.0375	98%	—	2%
Second Target Distribution	above $6.0375 up to $6.5625	85%	13%	2%
Third Target Distribution	above $6.5625 up to $7.875	75%	23%	2%
Thereafter	above $7.875	50%	48%	2%

The first 98% of the quarterly distribution is paid to all common unitholders. The incentive distribution rights (held by Navios GP L.L.C.) apply only after a minimum quarterly distribution of $6.0375 per unit.

The authorized quarterly cash distributions paid during the nine month periods ended September 30, 2026 and 2025, as well as the quarterly cash distribution paid with respect to the quarter ended September 30, 2026 are presented below:

Date	Authorized Quarterly Cash Distribution for the Three Months Ended	Date of Record of Common and General Partnership Unitholders	Payment of Distribution	$/ Unit	Amount of the Declared Distribution
January 2025	December 31, 2024	February 10, 2025	February 13, 2025	$ 0.05	$ 1,511
April 2025	March 31, 2025	May 9, 2025	May 14, 2025	$ 0.05	$ 1,493
July 2025	June 30, 2025	August 11, 2025	August 14, 2025	$ 0.05	$ 1,481
January 2026	December 31, 2025	February 9, 2026	February 12, 2026	$ 0.05	$ 1,461
April 2026	March 31, 2026	May 11, 2026	May 14, 2026	$ 0.06	$ 1,743
July 2026	June 30, 2026	August 10, 2026	August 13, 2026	$ 0.06	$ 1,736
October 2026	September 30, 2026	November 9, 2026	November 12, 2026	$ 0.06	$ 1,726

Navios Partners calculates earnings/ (losses) per unit by allocating reported net income/ (loss) for each period to each class of units based on the distribution waterfall for available cash specified in Navios Partners' partnership agreement, net of the unallocated earnings/ (losses). Basic earnings/ (losses) per common unit is determined by dividing net income/ (loss) by the weighted average number of common units outstanding during the period. Diluted earnings per unit is calculated in the same manner as basic earnings per unit, except that the weighted average number of outstanding units increased to include the dilutive effect of outstanding unit options or phantom units. Net earnings/ (losses) per unit undistributed is determined by taking the distributions in excess of net income/ (loss) and allocating between common units and general partnership units on a 98%-2% basis. There were no options or phantom units outstanding during each of the nine month periods ended September 30, 2026 and 2025.

The calculations of the basic and diluted earnings per unit are presented below.

	Three Month Period Ended September 30, 2026	Three Month Period Ended September 30, 2025	Nine Month Period Ended September 30, 2026	Nine Month Period Ended September 30, 2025
Net income	$ 185,658	$ 56,332	$ 459,921	$ 168,006
Income attributable to:				
Common unitholders	$ 181,574	$ 55,149	$ 450,078	$ 164,478
Weighted average units outstanding basic				
Common unitholders	28,303,883	28,974,864	28,434,961	29,259,401
Earnings per unit basic:				
Common unitholders	$ 6.42	$ 1.90	$ 15.83	$ 5.62
Weighted average units outstanding diluted				
Common unitholders	28,303,883	28,974,864	28,434,961	29,259,401
Earnings per unit diluted:				
Common unitholders	$ 6.42	$ 1.90	$ 15.83	$ 5.62
Earnings per unit distributed basic:				
Common unitholders	$ 0.06	$ 0.05	$ 0.18	$ 0.15
Earnings per unit distributed diluted:				
Common unitholders	$ 0.06	$ 0.05	$ 0.18	$ 0.15

No potential common units are included in the calculation of earnings per unit diluted for each of the nine month periods ended September 30, 2026 and 2025.

NOTE 14 – LEASES

Time charter out contracts and pooling arrangements

The Company's contract revenues from time chartering, bareboat chartering and pooling arrangements are governed by ASC 842.

Operating Leases

A discussion of the Company's operating leases can be found in Note 20 – Leases to the Company's consolidated financial statements included in the Annual Report.

Based on management estimates and market conditions, the lease term of the leases is being assessed at each balance sheet date. At lease commencement, the Company determines a discount rate to calculate the present value of the lease payments so that it can determine lease classification and measure the lease liability. In determining the discount rate to be used at lease commencement, the Company used its incremental borrowing rate as there was no implicit rate included in charter-in contracts that could be readily determinable. The incremental borrowing rate is the rate that reflects the interest a lessee would have to pay to borrow funds on a collateralized basis over a similar term and in a similar economic environment. The Company then applies the respective incremental borrowing rate based on the remaining lease term of the specific lease. Navios Partners' incremental borrowing rates were approximately 7% for the Navios Libra and the Nave Celeste, 5% for the Navios Amitie and the Navios Star, 6% for the Nave Allegro and the Nave Tempo, and 4% for the Nave Electron.

As of September 30, 2026 and December 31, 2025, the outstanding balance of the operating lease liability amounted to $194,951 and $214,996, respectively, and is presented under the captions "Operating lease liabilities, current portion" and "Operating lease liabilities, net" in the condensed Consolidated Balance Sheets. Right-of-use assets amounted to $199,446 and $218,952 as of September 30, 2026 and December 31, 2025, respectively, and are presented under the caption "Operating lease assets" in the condensed Consolidated Balance Sheets.

The Company recognizes the lease payments for its operating leases as charter hire expenses on a straight-line basis over the lease term. Lease expense incurred and paid for the three and nine month periods ended September 30, 2026 amounted to $9,852 and $29,227, respectively. Lease expense incurred and paid for the three and nine month periods ended September 30, 2025 amounted to $9,848 and $29,222, respectively. Lease expense is presented under the caption "Time charter and voyage expenses" in the condensed Consolidated Statements of Comprehensive Income.

For the three and nine month periods ended September 30, 2026, the sublease income (net of commissions) for vessels where the Company is a lessee amounted to $26,764 and $90,275, respectively. For the three and nine month periods ended September 30, 2025, the sublease income (net of commissions) for vessels where the Company is a lessee amounted to $20,480 and $53,764, respectively. Sublease income is presented under the caption "Time charter and voyage revenues" in the condensed Consolidated Statements of Comprehensive Income.

As of September 30, 2026, the weighted average useful life of the remaining operating lease terms was 6.5 years.

The table below provides the total amount of lease payments on an undiscounted basis on the Company's chartered-in contracts as of September 30, 2026:

12-Month Period Ending:	**Amount**
September 30, 2027	$ 37,674
September 30, 2028	37,119
September 30, 2029	36,257
September 30, 2030	34,639
September 30, 2031	33,328
September 30, 2032 and thereafter	54,444
Total	**$ 233,461**
Operating lease liabilities, including current portion	**$ 194,951**
Discount based on incremental borrowing rate	**$ 38,510**

Finance Leases

For a detailed description of the finance lease liabilities and right-of-use assets for vessels under finance leases, refer to Note 6 – Borrowings and Note 4 – Vessels, net, respectively, and Note 10 – Borrowings and Note 6 – Vessels, net, respectively, to the Company's consolidated financial statements included in the Annual Report.

For the three and nine month periods ended September 30, 2026, the sublease income (net of commissions) for vessels where the Company is a lessee amounted to $16,919 and $49,242, respectively. For the three and nine month periods ended September 30, 2025, the sublease income (net of commissions) for vessels where the Company is a lessee amounted to $18,259 and $50,572, respectively. Sublease income is presented under the caption "Time charter and voyage revenues" in the condensed Consolidated Statements of Comprehensive Income.

As of September 30, 2026, the weighted average useful life of the remaining finance lease terms was 9.9 years.

The table below provides the total amount of lease payments and options to acquire vessels on an undiscounted basis under the Company's finance leases as of September 30, 2026:

12-Month Period Ending:	**Amount**
September 30, 2027	$ 37,479
September 30, 2028	37,440
September 30, 2029	46,316
September 30, 2030	35,096
September 30, 2031	34,965
September 30, 2032 and thereafter	297,487
Total	**$ 488,783**
Finance lease liabilities, including current portion (see Note 6 – Borrowings)	**$ 337,462**
Discount based on incremental borrowing rate	**$ 151,321**

Bareboat charter-out contracts

Subsequently to the bareboat charter-in agreement, the Company entered into bareboat charter-out agreements for a firm charter period of ten years for two VLCCs and an extra optional period of five years, for both vessels, and for a firm period of up to two-years, extended in direct continuation of previous bareboat charter-out agreement for an additional period of five years for a third VLCC. The Company also performed an assessment of the lease classification under the ASC 842 and concluded that the agreements are operating leases. On July 4, 2025, Navios Partners terminated the bareboat charter-out agreements for the first two VLCCs.

In June 2026, the Company entered into a new bareboat charter-out agreement for one VLCC, for a firm charter period of about three years. The Company also performed an assessment of the lease classification under the ASC 842 and concluded that the agreement is an operating lease.

The Company recognizes in relation to the operating leases for the bareboat charter-out agreements the bareboat charter-out hire income in the condensed Consolidated Statements of Comprehensive Income on a straight-line basis. For the three and nine month periods ended September 30, 2026, the charter hire income (net of commissions) amounted to $7,521 and $14,641 respectively. For the three and nine month periods ended September 30, 2025, the charter hire income (net of commissions) amounted to $3,395 and $20,630, respectively. Charter hire income (net of commissions, if any) is presented under the caption "Time charter and voyage revenues" in the condensed Consolidated Statements of Comprehensive Income.

NOTE 15 – SUBSEQUENT EVENTS

In October 2026, Navios Partners entered into a new credit facility with a commercial bank for a total amount of up to $90,370 in order to finance part of the acquisition cost of two Aframax/LR2 newbuilding tanker vessels, currently under construction. The facility matures seven years after the delivery date of each vessel and bears interest at Term SOFR plus 40 bps per annum for any part of the loan secured by cash collateral and 130 bps per annum for the remaining loan amount.

In October 2026, Navios Partners agreed to acquire one VLCC newbuilding scrubber-fitted tanker vessel from an unrelated third party for a purchase price of $124,000. The vessel is expected to be delivered into Navios Partners' fleet during the second half of 2029. The closing of the transaction is subject to completion of customary documentation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NAVIOS MARITIME PARTNERS L.P.

By: /s/ Angeliki Frangou
Angeliki Frangou
Chief Executive Officer

Date: November 18, 2026

Exhibit 99.1

Dated 8 October 2026

$90,370,000

TERM LOAN FACILITY

SANTORINI SHIPPING CORPORATION
THIRASIA SHIPPING CORPORATION
as joint and several Borrowers
and Hedge Guarantors

and

THE BANKS AND FINANCIAL INSTITUTIONS
listed in Schedule 1
as Lenders and Original Hedge Counterparties

and

ALPHA BANK S.A.
as Arranger

and

ALPHA BANK S.A.
as Facility Agent

and

ALPHA BANK S.A.
as Security Agent

FACILITY AGREEMENT

relating to
the financing of two 115,000 DWT tankers

WATSON FARLEY
&
WILLIAMS

Index

Clause Page

Section 1 Interpretation 2
1 Definitions and Interpretation 2
Section 2 The Facility 33
2 The Facility 33
3 Purpose 33
4 Conditions of Utilisation 33
Section 3 Utilisation 35
5 Utilisation 35
Section 4 Repayment, Prepayment and Cancellation 38
6 Repayment 38
7 Prepayment and Cancellation 39
Section 5 Costs of Utilisation 43
8 Interest 43
9 Interest Periods 47
10 Changes to the Calculation of Interest 49
11 Fees 51
Section 6 Additional Payment Obligations 52
12 Tax Gross Up and Indemnities 52
13 Increased Costs 56
14 Other Indemnities 58
15 Mitigation by the Finance Parties 61
16 Costs and Expenses 61
17 Guarantee and Indemnity – Hedge Guarantors 62
Section 7 Joint and Several Liability of Borrowers 66
18 Joint and Several Liability of the Borrowers 66
Section 8 Representations, Undertakings and Events of Default 68
19 Representations 68
20 Information Undertakings 75
21 General Undertakings 78
22 Insurance Undertakings 84
23 Pre-delivery Contract Undertakings 89
24 Ship Undertakings 91
25 Security Cover 99
26 Accounts and Application of Earnings and Hedge Receipts 101
27 Events of Default 102
Section 9 Changes to Parties 108
28 Changes to the Lenders and the Hedge Counterparties 108
29 Changes to the Transaction Obligors 114
Section 10 The Finance Parties 115
30 The Facility Agent and the Arranger 115
31 The Security Agent 125
32 Conduct of Business by the Finance Parties 140
33 Sharing Among the Finance Parties 140
Section 11 Administration 143
34 Payment Mechanics 143
35 Set-Off 146
36 Bail-In 147

37 Notices 147
38 Calculations and Certificates 149
39 Partial Invalidity 150
40 Remedies and Waivers 150
41 Entire Agreement 150
42 Settlement or Discharge Conditional 150
43 Irrevocable Payment 150
44 Amendments and Waivers 151
45 Confidential Information 155
46 Confidentiality of Funding Rates 160
47 Counterparts 161
Section 12 Governing Law and Enforcement 162
48 Governing Law 162
49 Enforcement 162

Schedules

Schedule 1 The Parties 163
Part A The Borrowers 163
Part B The Original Lenders 165
Part C The Servicing Parties 166
Part D Arranger 168
Schedule 2 Conditions Precedent 169
Part A Conditions Precedent to any Utilisation Request 169
Part B Conditions Precedent to Utilisation – Pre-Delivery Advance 172
Part C Conditions Precedent – Delivery Advances 173
Schedule 3 Requests 175
Part A Utilisation Request 175
Part B Selection Notice 177
Schedule 4 Form of Transfer Certificate 178
Schedule 5 Form of Assignment Agreement 180
Schedule 6 Details of the Ships and Other Definitions 184
Schedule 7 Timetables 185
Schedule 8 Reference Rate Terms 186
Schedule 9 Daily Non-Cumulative Compounded RFR Rate 190
Schedule 10 Cumulative Compounded RFR Rate 192
Schedule 11 Form of Attestation to be issued by each Borrower 193

Execution

Execution Pages 194

THIS AGREEMENT is made on 8 October 2026

PARTIES

(1) **SANTORINI SHIPPING CORPORATION**, a corporation incorporated in the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 as a borrower ("**Borrower A**")

(2) **THIRASIA SHIPPING CORPORATION**, a corporation incorporated in the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 as a borrower ("**Borrower B**")

(3) **THE COMPANIES** listed in Part A of Schedule 1 (*The Parties*) as hedge guarantors (the "**Hedge Guarantors**")

(4) **ALPHA BANK S.A.** as arranger (the "**Arranger**")

(5) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Part C of Schedule 1 (*The Parties*) as lenders (the "**Original Lenders**")

(6) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Part B of Schedule 1 (*The Parties*) as hedge counterparties (the "**Original Hedge Counterparties**")

(7) **ALPHA BANK S.A.** as agent of the other Finance Parties (the "**Facility Agent**")

(8) **ALPHA BANK S.A.** as security agent for the Secured Parties (the "**Security Agent**")

BACKGROUND

(A) The Lenders have agreed to make available to the Borrowers a pre and post-delivery senior secured term loan facility to finance or, as the case may be, refinance part of the Contract Price of the Ships, which are under construction by the Builder for, and purchased by, each Borrower pursuant to the Shipbuilding Contract relevant to that Ship, divided into two Tranches, each Tranche in an aggregate of:

(i) in the event that the relevant Ship is delivered to the Acceptable Charterer under the relevant Charter, up to the lesser of (A) 70 per cent. of the Initial Market Value of such Ship, (B) $45,185,000 and (C) 70 per cent. of the Contract Price of such Ship; or

(ii) in the event that the relevant Ship is not delivered to the Acceptable Charterer under the relevant Charter, up to the lesser of (A) 65 per cent. of the Initial Market Value of such Ship, (B) $41,957,500 and (C) 65 per cent. of the Contract Price of such Ship.

(B) The Hedge Counterparties may enter into interest rate swap transactions with the Borrowers from time to time to hedge the Borrowers' exposure under this Agreement to interest rate fluctuations.

OPERATIVE PROVISIONS

SECTION 1

INTERPRETATION

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**2002 ISDA Master Agreement**" means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.

"**Acceptable Charter**" means the Initial Charter or any other replacement Charter, on the terms acceptable to the Lender, acting reasonably.

"**Acceptable Charterer**" means the Initial Charterer under the Initial Charter or any replacement Charterer acceptable to the Lender, acting reasonably.

"**Account Bank**" means Alpha Bank S.A. acting through its office at 93 Akti Miaouli, Piraeus 185 38, Greece or any replacement bank or other financial institution as may be approved by the Facility Agent acting with the authorisation of the Majority Lenders.

"**Account Security**" means a document creating Security over any Earnings Account or any Cash Collateral Account in agreed form.

"**Additional Business Day**" means any day specified as such in the Reference Rate Terms.

"**Additional Hedge Counterparty**" means a bank or financial institution which becomes a Hedge Counterparty in accordance with Clause 28.7 (*Additional Hedge Counterparties*).

"**Advance**" means a borrowing of all or part of a Tranche under this Agreement, including any Pre-Delivery Advance or Delivery Advance.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Approved Brokers**" means any firm or firms of insurance brokers approved in writing by the Facility Agent, acting with the authorisation of the Majority Lenders.

"**Approved Classification**" means, in relation to a Ship, as at the date of this Agreement, the classification in relation to that Ship specified in Schedule 7 (*Details of the Ships and Other Definitions*) with the relevant Approved Classification Society or the equivalent classification with another Approved Classification Society.

"**Approved Classification Society**" means, in relation to a Ship, as at the date of this Agreement, the classification society in relation to that Ship specified in Schedule 7 (*Details of the Ships and Other Definitions*) or any other classification society approved in writing by the Facility Agent acting with the authorisation of the Majority Lenders.

"**Approved Flag**" means, in relation to a Ship, as at the date of this Agreement, the flag in relation to that Ship specified in Schedule 7 (*Details of the Ships and Other Definitions*), Cyprus, Liberia, Malta, Marshall Islands and Panama or such other flag and, if applicable port of

registry, approved in writing by the Facility Agent acting with the authorisation of the Majority Lenders, such authorisation not to be unreasonably withheld and a reference to "the Approved Flag" in respect of a Ship shall be a reference to the flag and, if applicable port of registry, under which that Ship is then flagged with the agreement of the Facility Agent acting with the authorisation of the Majority Lenders, such authorisation not to be unreasonably withheld.

"**Approved Manager**" means, in relation to each Ship:

(a) Navios Shipmanagement Inc., a corporation domesticated in the Marshall Islands having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 as commercial and/or technical manager of that Ship;

(b) Navios Tankers Management Inc., a corporation incorporated in the Marshall Islands having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 as commercial and/or technical manager of that Ship; and/or

(c) any Affiliate or Subsidiary of Navios Shipmanagement Holdings Corporation, a corporation incorporated in the Republic of the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Islands, Majuro, Marshall Islands MH96960 as commercial and/or technical manager of that Ship; and/or

(d) any other person approved in writing by the Facility Agent acting with the authorisation of the Majority Lenders such authorisation not to be unreasonably withheld as the commercial and/or technical manager of that Ship.

"**Approved Valuer**" means Clarkson Valuations Limited, Arrow Valuations Ltd., Fearnleys AS, Barry Rogliano Salles, Galbraith's Limited, MB Shipbrokers, Howe Robinson, E.A. Gibson Shipbrokers Ltd., Simpson Spence Young, Braemar Valuations Limited and Affinity (Shipping) LLP (or any Affiliate of such person through which valuations are commonly issued) and any other firm or firms of independent sale and purchase shipbrokers approved in writing by the Facility Agent, acting with the authorisation of the Majority Lenders.

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Assignable Charter**" means, in relation to a Ship, any time charterparty, consecutive voyage charter or contract of affreightment in respect of a Ship of a remaining duration (or capable of exceeding a duration) of 12 months or more or any bareboat charter entered into in accordance with Clauses 24.17 (*Restrictions on chartering, appointment of managers etc.*) and 24.22 (*Charterparty Assignment*).

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, legalisation or registration.

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

(a) in relation to Tranche A, the earlier of:

(i) the Delivery Date of Ship A;

(ii) 26 January 2028; and

(iii) the date on which Shipbuilding Contract A is cancelled and/or terminated; and

(b) in relation to Tranche B, the earlier of:

(i) the Delivery Date of Ship B;

(ii) 28 May 2028; and

(iii) the date on which Shipbuilding Contract B is cancelled and/or terminated,

or such later date as may be agreed by the Facility Agent in writing.

"**Available Commitment**" means a Lender's Commitment minus:

(a) the amount of its participation in the outstanding Loan; and

(b) in relation to any proposed Utilisation, the amount of its participation in any Advance that is due to be made on or before the proposed Utilisation Date.

"**Available Facility**" means the aggregate for the time being of each Lender's Available Commitment.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

"**Borrower**" means Borrower A or Borrower B.

"**Break Costs**" means:

(a) in respect of any Term Rate Loan, the amount (if any) by which:

(i) the interest (excluding the relevant Margin) which a Lender should have received for the period from the date of receipt of all or any part of its

participation in the Loan or that Unpaid Sum to the last day of the current Interest Period in relation to the Loan, the relevant part of the Loan or that Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period,

exceeds:

(ii) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period; and

(b) in respect of any Compounded Rate Loan, any amount specified as such in the Reference Rate Terms.

"**Builder**" means, together, (i) Jiangyin Xiagang Changjiang Shipbreaking Co., Ltd., a corporation organized and existing under the laws of People's Republic of China, having its registered address at No. 368 West Binjiang Road, Jiangyin City, Jiangsu Province, People's Republic of China and (ii) Zhoushan Changhong International Shipyard Co., Ltd., a corporation organised and existing under the laws of the People's Republic of China, having its registered office at No. 19 Chuangyuan Avenue, Dinghai Industrial Park, Zhoushan City, Zhejiang Province, People's Republic of China.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Piraeus and New York and in relation to Clause 5.6 (*Repayments and Payment to Builder*), The People's Republic of China, and in relation to:

(a) the fixing of an interest rate in respect of a Term Rate Loan;

(b) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or

(c) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan or otherwise in relation to the determination of the length of such an Interest Period,

which is an RFR Banking Day relating to that Term Rate Loan or Compounded Rate Loan (as the case may be).

"**Cash Collateral**" has the meaning given to it in Clause 8.6 (*Cash Collateral*).

"**Cash Collateral Account**" means, in relation to a Borrower:

(a) an account in the name of that Borrower with the Account Bank designated as "Cash Collateral Account";

(b) any other account in the name of that Borrower with the Account Bank which may, with the prior written consent of the Facility Agent, be opened in the place of the account referred to in paragraph (a) above, irrespective of the number or designation of such replacement account; or

(c) any sub-account of any account referred to in paragraphs (a) or (b) above,

"**Central Bank Rate**" has the meaning given to that term in the Reference Rate Terms.

"**Central Bank Rate Adjustment**" has the meaning given to that term in the Reference Rate Terms.

"**Central Bank Rate Spread**" has the meaning given to that term in the Reference Rate Terms.

"**Charter**" means, in relation to a Ship, any charter relating to that Ship, or other contract for its employment, whether or not already in existence (including without limitation, the Initial Charter and an Assignable Charter).

"**Charter Guarantee**" means any guarantee, bond, letter of credit or other instrument (whether or not already issued) supporting an Assignable Charter.

"**Charterparty Assignment**" means, in relation to an Assignable Charter, an assignment of the rights of the relevant Borrower under that Assignable Charter and any related Charter Guarantee executed or to be executed by that Borrower in favour of the Security Agent in agreed form.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commitment**" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part C of Schedule 1 (*The Parties*) and the amount of any other Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Compounded Rate Interest Payment**" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Compounded Rate Loan.

"**Compounded Rate Loan**" means the Loan, part of the Loan or, if applicable, Unpaid Sum which is, or becomes, a "Compounded Rate Loan" pursuant to Clause 10.1 (*Unavailability of Term SOFR*).

"**Compounded Reference Rate**" means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day.

"**Compounding Methodology Supplement**" means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrowers, the Facility Agent (in its own capacity) and the Facility Agent (acting on the instructions of Majority Lenders);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to the Borrowers and each Finance Party.

"**Confidential Information**" means all information relating to any Transaction Obligor, the Group, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

(a) any member of the Group or any of its advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 45 (*Confidential Information*); or

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; or

(D) in relation to the Guarantor such information as the Guarantor is entitled to disclose by rules and regulations of the US Securities and Exchange Commission, the Oslo Stock Exchange (*Oslo Børs*) and any US stock exchange applicable to the Guarantor; and

(ii) any Funding Rate.

"**Confidentiality Undertaking**" means a confidentiality undertaking in substantially the appropriate form recommended by the LMA from time to time or in any other form agreed between the Borrowers and the Facility Agent.

"**Contract Price**" means the price payable for each Ship under Article II (*contract price & terms of payment*) of the relevant Shipbuilding Contract, plus any other amounts further to adjustment as provided in Article V (*modification, changes and extras*) of the relevant Shipbuilding Contract.

"**Contract Price Instalment**" means each instalment of the Contract Price payable under Article II (*contract price & terms of payment*) of the relevant Shipbuilding Contract.

"**Corresponding Debt**" means any amount, other than any Parallel Debt, which a Borrower owes to a Secured Party under or in connection with the Finance Documents.

"**Cumulative Compounded RFR Rate**" means, in relation to an Interest Period for a Compounded Rate Loan the Loan or any part of the Loan, the percentage rate per annum determined by the Facility Agent (or by any other Finance Party which agrees to determine that rate in place of the Facility Agent) in accordance with the methodology set out in Schedule 11 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

"**Daily Non-Cumulative Compounded RFR Rate**" means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Facility Agent (or by any other Finance Party which agrees to determine that rate in place of the Facility Agent) in accordance with the methodology set out in Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

"**Daily Rate**" means the rate specified as such in the Reference Rate Terms.

"**Deed of Covenant**" means, in relation to a Ship, if required by the laws of the Approved Flag of that Ship, a deed of covenant collateral to the Mortgage over that Ship and creating Security over that Ship in agreed form.

"**Default**" means an Event of Default or a Potential Event of Default.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Delivery Advance**" means the relevant Advance under each of Tranche A and Tranche B relating to the Contract Price Instalment due to the relevant Builder under the relevant Shipbuilding Contract on the relevant Delivery Date.

"**Delivery Date**" means, in relation to a Ship, the date on which that Ship is delivered by the Builder to the relevant Borrower under the relevant Shipbuilding Contract.

"**Designated Unitholder**" means Mrs. Angeliki Frangou, her direct descendants and their lineal descendants, either directly or indirectly, (through entities owned and controlled by her or any of their affiliates or trusts or foundations established or that may be established of which she is a beneficiary or her direct descendants or their lineal descendants are a beneficiary) being the ultimate beneficial owner(s) of, or having ultimate control of, the voting rights attaching to more than 5 per cent. of all the units (including for the avoidance of doubt both general partner units and common units) in the Guarantor and in the plural means all of them.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties or, if applicable, any Transaction Obligor; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party or, if applicable, any

Transaction Obligor preventing that, or any other, Party or, if applicable, any Transaction Obligor:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties or, if applicable, any Transaction Obligor in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party or, if applicable, any Transaction Obligor whose operations are disrupted.

"**Document of Compliance**" has the meaning given to it in the ISM Code.

"**dollars**" and "**$**" mean the lawful currency, for the time being, of the United States of America.

"**Earnings**" means, in relation to a Ship, all moneys whatsoever which are now, or later become, payable (actually or contingently) to a Borrower or the Security Agent and which arise out of or in connection with or relate to the use or operation of that Ship, 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 moneys including, without limitation, all moneys payable under, arising out of or in connection with a Charter or a Charter Guarantee;

(ii) the proceeds of the exercise of any lien on sub-freights;

(iii) compensation payable to a Borrower or the Security Agent in the event of requisition of that Ship for hire or use;

(iv) remuneration for salvage and towage services;

(v) demurrage and detention moneys;

(vi) without prejudice to the generality of sub-paragraph (i) above, damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of that Ship;

(vii) all moneys which are at any time payable under any Insurances in relation to loss of hire;

(viii) all monies which are at any time payable to a Borrower in relation to general average contribution; and

(b) if and whenever that Ship is employed on terms whereby any moneys falling within sub-paragraphs (i) to (viii) of paragraph (a) above are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to that Ship.

"**Earnings Account**" means, in relation to a Borrower:

(a) an account in the name of that Borrower with the Account Bank designated "Earnings Account";

(b) any other account in the name of that Borrower with the Account Bank which may, with the prior written consent of the Facility Agent, be opened in the place of the account referred to in paragraph (a) above, irrespective of the number or designation of such replacement account; or

(c) any sub-account of any account referred to in paragraphs (a) or (b) above.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**Environmental Approval**" means any present or future permit, ruling, variance or other Authorisation required under Environmental Law.

"**Environmental Claim**" means any claim by any governmental, judicial or regulatory authority or any other person which arises out of an Environmental Incident or an alleged Environmental Incident or which relates to any Environmental Law and, for this purpose, "**claim**" includes a claim for damages, compensation, contribution, injury, fines, losses and penalties or any other payment of any kind, including in relation to clean-up and removal, whether or not similar to the foregoing; an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset.

"**Environmental Incident**" means:

(a) any release, emission, spill or discharge of Environmentally Sensitive Material whether within a Ship or from a Ship into any other vessel or into or upon the air, water, land or soils (including the seabed) or surface water; or

(b) any incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, water, land or soils (including the seabed) or surface water from a vessel other than any Ship and which involves a collision between any Ship and such other vessel or some other incident of navigation or operation, in either case, in connection with which a Ship is actually or potentially liable to be arrested, attached, detained or injuncted and/or a Ship and/or any Transaction Obligor and/or any operator or manager of a Ship is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or

(c) any other incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, water, land or soils (including the seabed) or surface water otherwise than from a Ship and in connection with which a Ship is actually or potentially liable to be arrested and/or where any Transaction Obligor and/or any operator or manager of a Ship is at fault or allegedly at fault or otherwise liable to any legal or administrative action.

"**Environmental Law**" means any present or future law relating to vessel disposal, energy efficiency, carbon reduction, emissions, emissions trading, pollution or protection of human health or the environment, to conditions in the workplace, to the carriage, generation,

handling, storage, use, release or spillage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material.

"**Environmentally Sensitive Material**" means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the LMA from time to time.

"**EU Ship Recycling Regulation**" means Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC.

"**Event of Default**" means any event or circumstance specified as such in Clause 27 (*Events of Default*).

"**Facility**" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"**Facility Office**" means the office or offices notified by a Lender to the Facility Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than 5 Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means any letter or letters dated on or about the date of this Agreement between any of the Arranger, the Facility Agent and the Security Agent and any Borrower setting out any of the fees referred to in Clause 11 (*Fees*).

"**Finance Document**" means:

(a) this Agreement;

(b) any Fee Letter;

(c) each Utilisation Request;

(d) any Security Document;

(e) any Hedging Agreement;

(f) any Manager's Undertaking;

(g) the Guarantee;

(h) any Reference Rate Supplement;

(i) any Compounding Methodology Supplement;

(j) any other document which is executed for the purpose of establishing any priority or subordination arrangement in relation to the Secured Liabilities; or

(k) any other document designated as such by the Facility Agent and the Borrowers.

"**Finance Party**" means the Facility Agent, the Security Agent, the Arranger, a Lender or a Hedge Counterparty.

"**Financial Indebtedness**" means any indebtedness for or in relation to:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in relation to any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in relation to a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in relation to any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**Funding Rate**" means any individual rate notified by a Lender to the Facility Agent pursuant to sub-paragraph (ii) of paragraph (a) of Clause 10.3 (*Cost of funds*).

"**GAAP**" means generally accepted accounting principles in the US.

"**General Assignment**" means, in relation to a Ship, any general assignment creating Security over:

(a) that Ship's Earnings, its Insurances and any Requisition Compensation in relation to that Ship; and

(b) any Charter and any Charter Guarantee in relation to that Ship; and

(c) the benefit of any warranties of quality in favour of a Borrower under the relevant Shipbuilding Contract of that Ship,

in agreed form.

"**Group**" means the Guarantor and its Subsidiaries for the time being (excluding any Subsidiaries whose shares are listed on any public stock exchange and whose financial statements are not consolidated into the financial statements of the Guarantor) and "**member of the Group**" shall be construed accordingly.

"**Guarantee**" means a guarantee executed by the Guarantor in agreed form.

"**Guarantor**" means Navios Maritime Partners L.P., a limited partnership formed in the Republic of the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

"**Historic RFR**" has the meaning given to that term in the Reference Rate Terms.

"**Historic Term SOFR**" means, in relation to any Term Rate Loan, the most recent applicable Term SOFR for a period equal in length to the Interest Period of that Term Rate Loan and which is as of a day which is no more than three RFR Banking Days before the Quotation Day.

"**Hedge Counterparty**" means any Original Hedge Counterparty or any Additional Hedge Counterparty.

"**Hedge Counterparty Accession Letter**" means a document substantially in the form set out in Schedule 6 (*Form of Hedge Counterparty Accession Letter*).

"**Hedge Receipts**" means all moneys whatsoever which are now, or later become, payable (actually or contingently) to a Borrower or the Security Agent by a Hedge Counterparty under a Hedging Agreement.

"**Hedging Agreement**" means any master agreement, confirmation, transaction, schedule or other agreement in agreed form entered into or to be entered into by a Borrower for the purpose of hedging interest payable under this Agreement.

"**Hedging Agreement Security**" means, in relation to a Borrower, a hedging agreement security creating Security over that Borrowers' rights and interests in any Hedging Agreement, in agreed form.

"**Hedging Prepayment Proceeds**" means any Hedge Receipts arising as a result of termination or closing out under a Hedging Agreement.

"**Holding Company**" means, in relation to a person, any other person in relation to which it is a Subsidiary.

"**Indemnified Person**" has the meaning given to it in Clause 14.2 (*Other indemnities*).

"**Initial Charter**" means Initial Charter A or Initial Charter B.

"**Initial Charter A**" has the meaning given to that term in has the meaning given to that term in Schedule 7 (*Details of the Ships and Other Definitions*).

"**Initial Charter B**" has the meaning given to that term in Schedule 7 (*Details of the Ships and Other Definitions*).

"**Initial Charterer**" has the meaning given to that term in Schedule 7 (*Details of the Ships and Other Definitions*).

"**Initial Margin**" means 1.3 per cent per annum.

"**Initial Market Value**" means, in relation to a Ship, the Market Value of that Ship calculated in accordance with the valuation(s) relating to it referred to in paragraph 2.6 of Part C of Schedule 2 (*Conditions Precedent*).

"**Insurances**" means, in relation to a Ship:

(a) all policies and contracts of insurance, including entries of that Ship in any protection and indemnity or war risks association, effected in relation to that Ship, that Ship's Earnings or otherwise in relation to that Ship, on or after the date of this Agreement; and

(b) all rights and other assets relating to, or derived from, any of such policies, contracts or entries, including any rights to a return of premium.

"**Interest Payment Date**" has the meaning given to it in paragraph (a) of Clause 8.3 (*Payment of interest*).

"**Interest Period**" means, in relation to the Loan or any part of the Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.4 (*Default interest*).

"**Interpolated Historic Term SOFR**" means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either:

(i) the most recent applicable Term SOFR (as of a day which is not more than three RFR Banking Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Term Rate Loan; or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Term Rate Loan, the most recent RFR for a day which is no more than five RFR Banking Days (and no less than two RFR Banking Days) before the Quotation Day; and

(b) the most recent applicable Term SOFR (as of a day which is not more than three RFR Banking Days before the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Term Rate Loan.

"**Interpolated Term SOFR**" means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either:

(i) the applicable Term SOFR (as of the Specified Time) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Term Rate Loan; or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Term Rate Loan, the RFR for the day which is two RFR Banking Days before the Quotation Day; and

the applicable Term SOFR (as of the Specified Time) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Term Rate Loan.

"**Inventory of Hazardous Materials**" means, in relation to a Ship, an inventory certificate or statement of compliance (as applicable) issued by the relevant classification society or shipyard authority which is supplemented by a list of any and all materials known to be potentially hazardous utilised in the construction of, or otherwise installed on, that Ship, pursuant to the requirements of the EU Ship Recycling Regulation.

"**ISM Code**" means the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (including the guidelines on its implementation), adopted by the International Maritime Organisation, as the same may be amended or supplemented from time to time.

"**ISPS Code**" means the International Ship and Port Facility Security (ISPS) Code as adopted by the International Maritime Organization's (IMO) Diplomatic Conference of December 2002, as the same may be amended or supplemented from time to time.

"**ISSC**" means an International Ship Security Certificate issued under the ISPS Code.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 28 (*Changes to the Lenders and the Hedge Counterparties*),

which in each case has not ceased to be a Party as such in accordance with this Agreement.

"**LMA**" means the Loan Market Association or any successor organisation.

"**Loan**" means the loan to be made available under the Facility or the aggregate principal amount outstanding for the time being of the borrowings under the Facility and a "**part of the Loan**" means an Advance, a Tranche, a part of a Tranche or any other part of the Loan as the context may require.

"**Lookback Period**" means the number of days specified as such in the Reference Rate Terms.

"**Major Casualty**" means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds $1,000,000 or the equivalent in any other currency.

"**Majority Lenders**" means:

(a) if no Advance has yet been made, a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments; or

(b) at any other time, a Lender or Lenders whose participations in the Loan aggregate more than 66⅔ per cent. of the amount of the Loan then outstanding or, if the Loan has been repaid or prepaid in full, a Lender or Lenders whose participations in the Loan immediately before repayment or prepayment in full aggregate more than 66⅔ per cent. of the Loan immediately before such repayment.

"**Management Agreement**" means in relation to a Ship, any agreement entered into with an Approved Manager regarding the commercial and technical management of that Ship.

"**Manager's Undertaking**" means, in relation to a Ship, the letter of undertaking from the Approved Manager relating to that Ship subordinating the rights of the Approved Manager respectively against that Ship and the relevant Borrower to the rights of the Finance Parties in agreed form.

"**Margin**" means:

(a) subject to paragraph (b) below, the Initial Margin; or

(b) in the event that an amount of at least $1,000,000 is deposited and pledged for the whole or part of any Interest Period in the relevant Cash Collateral Account in accordance with Clause 8.6 (*Cash Collateral*), the Reduced Margin, for the duration of any such relevant Interest Period, for any part of the Loan equal to the Cash Collateral.

"**Market Disruption Rate**" means:

(a) in relation to a Term Rate Loan, the Term Reference Rate; and

(b) in relation to a Compounded Rate Loan, the rate specified as such in the Reference Rate Terms.

"**Market Value**" means, in relation to a Ship or any other vessel, at any date, the market value of that Ship or vessel determined in accordance with paragraph (a) of Clause 25.7 (*Provision of valuations*) and, prepared:

(a) unless otherwise specified by the Facility Agent, as at a date not more than 30 days previously;

(b) by an Approved Valuer or Approved Valuers;

(c) with or without physical inspection of that Ship or vessel (as the Facility Agent may require); and

(d) on the basis of a sale for prompt delivery for cash on normal arm's length commercial terms as between a willing seller and a willing buyer, free of any Charter.

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

(a) the business, operations, property, condition (financial or otherwise) or prospects of the Borrowers, the Guarantor or the Group as a whole; or

(b) the ability of any Transaction Obligor to perform its obligations under any Finance Document; or

(c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or intended to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

"**Minimum Liquidity**" has the meaning given to that term in Clause 26.5 (*Minimum Liquidity*).

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) other than where paragraph (b) applies:

(i) (subject to sub-paragraph (iii) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end; and

(b) in relation to an Interest Period for any Compounded Rate Loan (or any other period for the accrual of commission or fees while interest is calculated on the basis of the Compounded Reference Rate) for which there are rules specified as "Business Day Conventions" in the Reference Rate Terms, those rules shall apply.

The above rules will only apply to the last Month of any period.

"**Mortgage**" means, in relation to a Ship, a first preferred ship mortgage on that Ship in agreed form or any replacement first preferred or first priority ship mortgage on that Ship under the laws of an Approved Flag in agreed form.

"**Obligor**" means a Borrower, a Hedge Guarantor or the Guarantor.

"**Original Financial Statements**" means the annual audited consolidated financial statements of the Group for its financial year ended 31 December 2025.

"**Original Jurisdiction**" means, in relation to a Transaction Obligor, the jurisdiction under whose laws that Transaction Obligor is incorporated as at the date of this Agreement.

"**Overseas Regulations**" means the Overseas Companies Regulations 2009 (SI 2009/1801).

"**Parallel Debt**" means any amount which a Borrower owes to the Security Agent under Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*) or under that clause as incorporated by reference or in full in any other Finance Document.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

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

"**Permitted Charter**" means, in relation to a Ship, a Charter:

(a) an Initial Charter; and

(b) a Charter:

(i) which is a time, voyage or consecutive voyage charter;

(ii) the duration of which does not exceed and is not capable of exceeding, by virtue of any optional extensions, 12 months plus a redelivery allowance of not more than 30 days;

(iii) which is entered into on *bona fide* arm's length terms at the time at which that Ship is fixed; and

(iv) in relation to which not more than two months' hire is payable in advance,

and any other Charter which is approved in writing by the Facility Agent acting with the authorisation of the Majority Lenders.

"**Permitted Financial Indebtedness**" means:

(a) any Financial Indebtedness incurred under the Finance Documents; and

(b) any Financial Indebtedness (including without limitation, any shareholder or intra-Group loans made available to the Borrowers (or any of them) in the normal course of its business of trading and operating any Ship) that is subordinated to all Financial

Indebtedness incurred under the Finance Documents in writing in a manner acceptable to the Facility Agent in all respects.

"**Permitted Security**" means:

(a) Security created by the Finance Documents;

(b) liens for unpaid master's and crew's wages in accordance with first class ship ownership and management practice and not being enforced through arrest;

(c) liens for salvage;

(d) liens for master's disbursements incurred in the ordinary course of trading in accordance with first class ship ownership and management practice and not being enforced through arrest; and

(e) any other lien arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of any Ship:

(i) not as a result of any default or omission by any Borrower;

(ii) not being enforced through arrest; and

(iii) subject, in the case of liens for repair or maintenance, to Clause 24.17 (*Restrictions on chartering, appointment of managers etc.*),

provided such lien does not secure amounts more than 30 days overdue (unless the overdue amount is being contested in good faith by appropriate steps).

"**Potential Event of Default**" means any event or circumstance specified in Clause 27 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Pre-delivery Contract**" means each Shipbuilding Contract and each Refund Guarantee.

"**Pre-delivery Advance**" means the Tranche A Pre-delivery Advance or the Tranche B Pre-delivery Advance.

"**Pre-delivery Security**" means, in relation to each relevant Ship, a document creating Security over the relevant Pre-delivery Contracts in agreed form.

"**Prohibited Person**" means any person who is the subject of Sanctions (whether designated by name or by reason of being included in a class of persons to whom the applicable Sanctions apply in accordance with their terms) provided that, in the case of a person:

(a) who is not themselves a Transaction Obligor, a Subsidiary of a Transaction Obligor or one of their respective directors, officers or employees or an agent (acting within the scope of their agency on behalf of each Transaction Obligor), or of any of them; and

(b) who is targeted only by "sectoral sanctions," or other Sanctions that do not generally prohibit transactions with such person,

such person shall be a Prohibited Person with respect to a transaction only to the extent that:

(i) Transaction Obligor, a Finance Party or any other person organised or resident in the US, UK or EU would be prohibited by the law of such jurisdiction from entering into, directly or indirectly, such transaction with such person; or

(ii) the transaction involving such person would require a specific Authorisation by an applicable Sanctions authority.

"**Protected Party**" has the meaning given to it in Clause 12.1 (*Definitions*).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two RFR Banking Days before the first day of that period unless market practice differs in the relevant syndicated loan market in which case the Quotation Day will be determined by the Facility Agent in accordance with that market practice (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"**Reduced Margin**" means 0.40 per cent per annum.

"**Reference Rate Supplement**" means a document which:

(a) is agreed in writing by the Borrowers and the Facility Agent (in its own capacity) and the Facility Agent (acting on the instructions of the Majority Lenders);

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to the Reference Rate Terms; and

(c) has been made available to the Borrowers and each Finance Party.

"**Reference Rate Terms**" means the terms set out in Schedule 9 (*Reference Rate Terms*) or in any Reference Rate Supplement.

"**Refund Guarantee**" means the guarantee issued or to be issued by the relevant Refund Guarantor in favour of the relevant Borrower pursuant to the relevant Shipbuilding Contract, in relation to the launching instalment, as the relevant Borrower and the Refund Guarantor have agreed (or in such other form as the relevant Borrower and the Facility Agent (acting on the instructions of all of the Lenders) shall agree).

"**Refund Guarantor**" means, in relation to each Ship, Agricultural Bank of China Limited, a company incorporated in the People's Republic of China whose registered office is at No. 69 Jianguomen Nei Avenue, Dongcheng District, Postal Code: 100005, Beijing, People's Republic of China, or such other financial institution as it may be approved by the Facility Agent and the Borrowers.

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Amount**" has the meaning given to it in Clause 7.5 (*Mandatory prepayment on sale, seizure or Total Loss*).

"**Relevant Date**" has the meaning given to it in Clause 7.5 (*Mandatory prepayment on sale, seizure or Total Loss*).

"**Relevant Jurisdiction**" means, in relation to a Transaction Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any asset subject to, or intended to be subject to, any of the Transaction Security created, or intended to be created, by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

"**Relevant Market**" means the market specified as such in the Reference Rate Terms.

"**Repayment Date**" means each date on which a Repayment Instalment is required to be paid under Clause 6.1 (*Repayment of Loan*).

"**Repayment Instalment"** has the meaning given to it in Clause 6.1 (*Repayment of Loan*).

"**Repeating Representation**" means each of the representations set out in Clause 19 (*Representations*) except Clause 19.10 (*Insolvency*), Clause 19.11 (*No filing or stamp taxes*) and Clause 19.12 (*Deduction of Tax*) and any representation of any Transaction Obligor made in any other Finance Document that is expressed to be a "Repeating Representation" or is otherwise expressed to be repeated.

"**Reporting Day**" means the day (if any) specified as such in the Reference Rate Terms.

"**Reporting Time**" means the relevant time (if any) specified as such in the Reference Rate Terms.

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Requisition**" means, in relation to a Ship:

(a) any expropriation, confiscation, requisition (excluding a requisition for hire or use which does not involve a requisition for title) or acquisition of that Ship, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected (whether *de jure* or *de facto*) by any government or official authority or by any person or persons claiming to be or to represent a government or official authority; and

(b) any capture or seizure of that Ship (including any hijacking, piracy or theft) by any person whatsoever.

"**Requisition Compensation**" includes all compensation or other moneys payable to a Borrower by reason of any Requisition or any arrest or detention of a Ship in the exercise or purported exercise of any lien or claim.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**RFR**" means the rate specified as such in the Reference Rate Terms.

"**RFR Banking Day**" means any day specified as such in the Reference Rate Terms.

"**Russian Oil Price Cap Measures**" means the Russian oil price cap restrictions and requirements imposed by law or regulation of the United Kingdom, the Council of the European Union and the United States of America and any other similar restrictions on the supply or delivery or maritime transportation of Russian Oil Products applicable to any Obligor.

"**Russian Oil Products**" means oil and oil products falling within commodity codes 2709 or 2710 which originate in or are consigned from Russia.

"**Safety Management Certificate**" has the meaning given to it in the ISM Code.

"**Safety Management System**" has the meaning given to it in the ISM Code.

"**Sanctioned Country**" means a country or territory or that is subject to comprehensive country-wide or territory-wide Sanctions.

"**Sanctions**" means any sanctions (including US "secondary sanctions" always taking into account cases of exemptions and licenses which render a trade being lawful and non-sanctionable), embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the United Nations or its Security Council or the United States of America; or

(b) otherwise imposed by any law or regulation binding on a Transaction Obligor or to which a Transaction Obligor is subject,

notwithstanding the above, activities permitted by applicable exemptions or licenses or by operation of the applicable Sanctions shall not be considered as restricted, in line with the definitions set out hereinabove.

"**Sanctioned Ship**" means a ship which is the subject of Sanctions.

"**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 Transaction Obligor to any Secured Party under or in connection with each Finance Document.

"**Secured Party**" means each Finance Party from time to time party to this Agreement, a Receiver or any Delegate.

"**Security**" means a mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"**Security Assets**" means all of the assets of the Transaction Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Security Document**" means:

(a) any Mortgage;

(b) any General Assignment;

(c) any Deed of Covenant;

(d) any Charterparty Assignment;

(e) any Account Security;

(f) any Hedging Agreement Security;

(g) any other document (whether or not it creates Security) which is executed as security for the Secured Liabilities; or

(h) any other document designated as such by the Facility Agent and the Borrowers.

"**Security Period**" means the period starting on the date of this 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.

"**Security Property**" means:

(a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;

(b) all obligations expressed to be undertaken by a Transaction Obligor to pay amounts in relation to the Secured Liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Transaction Obligor or any other person in favour of the Security Agent as trustee for the Secured Parties;

(c) the Security Agent's interest in any turnover trust created under the Finance Documents;

(d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties,

except:

(i) rights intended for the sole benefit of the Security Agent; and

(ii) any moneys or other assets which the Security Agent has transferred to the Facility Agent or (being entitled to do so) has retained in accordance with the provisions of this Agreement.

"**Selection Notice**" means a notice substantially in the form set out in Part B of Schedule 3 (*Requests*) given in accordance with Clause 9 (*Interest Periods*).

"**Servicing Party**" means the Facility Agent or the Security Agent.

"**Shareholder**" means, in relation to a Borrower, Aegean Sea Maritime Holdings Inc., a corporation incorporated in the Marshall Islands whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

"**Ship**" means Ship A or Ship B.

"**Ship A**" has the meaning given to that term in has the meaning given to that term in Schedule 7 (*Details of the Ships and Other Definitions*).

"**Ship B**" has the meaning given to that term in has the meaning given to that term in Schedule 7 (*Details of the Ships and Other Definitions)*.

"**Shipbuilding Contract**" means:

(a) in relation to Ship A, the shipbuilding contract dated 19 March 2024 (as amended and supplemented by an addendum no. 1 dated 6 January 2025) and made between (i) the Builder and (ii) Borrower A for the construction by the Builder of Ship A and its purchase by Borrower A, as amended and supplemented from time to time; and

(b) in relation to Ship B, the shipbuilding contract dated 19 March 2024 (as amended and supplemented by an addendum no. 1 dated 6 January 2025) and made between (i) the Builder and (ii) Borrower B for the construction by the Builder of Ship B and its purchase by Borrower B, as amended and supplemented from time to time.

"**Specified Time**" means a day or time determined in accordance with Schedule 8 (*Timetables*).

"**Subject Amount**" has the meaning given to it in Clause 8.6 (*Cash Collateral*).

"**Subsidiary**" means that a company (S) is a subsidiary of another company (P) if a majority of the issued shares in S (or a majority of the issued shares in S which carry unlimited rights to capital and income distributions) are directly owned by P or are indirectly attributable to P and any company of which S is a subsidiary is a parent company of S.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Tax Credit**" has the meaning given to it in Clause 12.1 (*Definitions*).

"**Tax Deduction**" has the meaning given to it in Clause 12.1 (*Definitions*).

"**Tax Payment**" has the meaning given to it in Clause 12.1 (*Definitions*).

"**Term Rate Loan**" means the Loan, any part of the Loan or, if applicable, Unpaid Sum to the extent that it is not, or has not become, a "Compounded Rate Loan" for its then current Interest Period pursuant to Clause 10.1 (*Unavailability of Term SOFR*).

"**Term Reference Rate**" means, in relation to a Term Rate Loan:

(a) the applicable Term SOFR as of the Specified Time and for a period equal in length to the Interest Period of that Term Rate Loan; or

(b) as otherwise determined pursuant to paragraphs (a) to (c) (inclusive) of Clause 10.1 (*Unavailability of Term SOFR*),

and if, in either case, that rate is less than zero, the Term Reference Rate shall be deemed to be zero.

"**Term SOFR**" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Termination Date**" means, in relation to each Tranche, the date falling seven years from the Utilisation Date of the Delivery Advance under such Tranche.

"**Third Parties Act**" has the meaning given to it in Clause 1.5 (*Third party rights*).

"**Total Commitments**" means the aggregate of the Commitments, being $90,370,000 at the date of this Agreement.

"**Total Loss**" means, in relation to a Ship:

(a) actual, constructive, compromised, agreed or arranged total loss of that Ship; or

(b) in the case of any of the events described in paragraph (a) of the definition "Requisition", any such Requisition of a Ship unless that Ship is returned to the full control of the relevant Borrower within 60 days of such Requisition; and

(c) in the case of any of the events described in paragraph (b) of the definition "Requisition", any such Requisition of a Ship unless that Ship is returned to the full control of the relevant Borrower within 90 days of such Requisition, provided that in the event of piracy if the relevant underwriters confirm to the Facility Agent in writing (in customary terms) prior to the end of the 90-day period that the relevant Ship is subject to an approved piracy insurance cover, the earlier of 12 Months after the date on which that Ship is captured by pirates and the date on which the piracy insurance cover expires.

"**Total Loss Date**" means, in relation to the Total Loss of a Ship:

(a) in the case of an actual loss of that Ship, the date on which it occurred or, if that is unknown, the date when that Ship was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of that Ship, the earlier of:

(i) the date on which a notice of abandonment is given (or deemed or agreed to be given) to the insurers; and

(ii) the date of any compromise, arrangement or agreement made by or on behalf of the relevant Borrower with that Ship's insurers in which the insurers agree to treat that Ship as a total loss; and

(c) in the case of any other type of Total Loss, the date (or the most likely date) on which it appears to the Facility Agent that the event constituting the total loss occurred.

"**Tranche**" means Tranche A or Tranche B.

"**Tranche A**" means that part of the Loan made or to be made available to Borrower A to finance or, as the case may be, refinance part of the Contract Price of Ship A in an aggregate principal amount not exceeding (i) 70 per cent. of the Initial Market Value of Ship A, (ii) 70 per cent. of the Contract Price of Ship A and (iii) $45,185,000.

"**Tranche A Delivery Advance**" means an Advance under Tranche A, in a principal amount not exceeding $38,730,000 made or to be made available to Borrower A for the purpose of financing the delivery instalment due to the relevant Builder under the relevant Shipbuilding Contract in accordance with sub-paragraph (ii) of (b) of Clause 5.3 (*Currency and amount*).

"**Tranche A Pre-delivery Advance**" means an Advance under Tranche A, in a principal amount not exceeding $6,455,000 made or to be made available to Borrower A, for financing the launching instalment due to the Builder under the relevant Shipbuilding Contract in accordance with sub-paragraph (i) of paragraph (b) of Clause 5.3 (*Currency and amount*).

"**Tranche B**" means that part of the Loan made or to be made available to Borrower B to finance or, as the case may be, refinance part of the Contract Price of Ship B in an aggregate principal amount not exceeding (i) 70 per cent. of the Initial Market Value of Ship B, (ii) 70 per cent. of the Contract Price of Ship B and (iii) $45,185,000.

"**Tranche B Delivery Advance**" means an Advance under Tranche B, in a principal amount not exceeding $38,730,000 made or to be made available to Borrower B for the purpose of financing the delivery instalment due to the relevant Builder under the relevant Shipbuilding Contract in accordance with sub-paragraph (ii) of paragraph (b) of Clause 5.3 (*Currency and amount*).

"**Tranche B Pre-delivery Advance**" means an Advance under Tranche B, in a principal amount not exceeding $6,455,000 made or to be made available to Borrower B for financing the launching instalment due to the Builder under the relevant Shipbuilding Contract in accordance with sub-paragraph (i) of paragraph (b) of Clause 5.3 (*Currency and amount*).

"**Transaction Document**" means:

(a) a Finance Document;

(b) a Pre-delivery Contract;

(c) any Assignable Charter;

(d) any Charter Guarantee relating to an Assignable Charter; or

(e) any other document designated as such by the Facility Agent and a Borrower.

"**Transaction Obligor**" means an Obligor, any Approved Manager who is a member of the Group or any other member of the Group who executes a Transaction Document.

"**Transaction Security**" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Facility Agent and the Borrowers.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Facility Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**UK Bail-In Legislation**" means Part 1 of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutes or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**UK Establishment**" means a UK establishment as defined in the Overseas Regulations.

"**Unpaid Sum**" means any sum due and payable but unpaid by a Transaction Obligor under the Finance Documents.

"**US**" means the United States of America.

"**US Tax Obligor**" means:

(a) a person which is resident for tax purposes in the US; or

(b) a person some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

"**Utilisation**" means a utilisation of the Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Advance is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part A of Schedule 3 (*Requests*).

"**VAT**" means:

(a) any value added tax imposed by the Value Added Tax Act 1994;

(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) or (b) above, or imposed elsewhere.

"**Write-down and Conversion Powers**" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(c) in relation to any other applicable Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

1.2 Construction

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) the "**Account Bank**", the "**Arranger**", the "**Facility Agent**", any "**Finance Party**", any "**Hedge Counterparty**", any "**Lender**", any "**Obligor**", any "**Party**", any "**Secured Party**", the "**Security Agent**", any "**Transaction Obligor**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) a liability which is "**contingent**" means a liability which is not certain to arise and/or the amount of which remains unascertained;

(iv) "**document**" includes a deed and also a letter, fax, email or telex;

(v) "**expense**" means any kind of cost, charge or expense (including all legal costs, charges and expenses) and any applicable Tax including VAT;

(vi) a Lender's "**cost of funds**" in relation to its participation in the Loan or any part of the Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in the Loan or that part of the Loan for a period equal in length to the Interest Period of the Loan or that part of the Loan;

(vii) a "**Finance Document**", a "**Security Document**" or "**Transaction Document**" or any other agreement or instrument is a reference to that Finance Document, Security Document or Transaction Document or other agreement or instrument as amended, replaced, novated, supplemented, extended or restated;

(viii) a "**group of Lenders**" includes all the Lenders;

(ix) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(x) "**law**" includes any order or decree, any form of delegated legislation, any treaty or international convention and any regulation or resolution of the Council of the European Union, the European Commission, the United Nations or its Security Council;

(xi) "**proceedings**" means, in relation to any enforcement provision of a Finance Document, proceedings of any kind, including an application for a provisional or protective measure;

(xii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xiii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(xiv) a reference to a "**Ship**", its name, its flag and, if applicable, its port of registry shall include any replacement name, flag and, if applicable, replacement port of registry, in each case, as may be approved in writing from time to time by the Facility Agent acting with the authorisation of the Majority Lenders;

(xv) a provision of law is a reference to that provision as amended or re-enacted from time to time;

(xvi) a time of day is a reference to Piraeus time;

(xvii) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of a jurisdiction other than England, be deemed to include that which most nearly approximates in that jurisdiction to the English legal term;

(xviii) words denoting the singular number shall include the plural and vice versa; and

(xix) "**including**" and "**in particular**" (and other similar expressions) shall be construed as not limiting any general words or expressions in connection with which they are used.

(b) The determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(c) Section, Clause and Schedule headings are for ease of reference only and are not to be used for the purposes of construction or interpretation of the Finance Documents.

(d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under, or in connection with, any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(e) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Facility Agent after consultation with the Borrowers.

(f) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(g) Any Reference Rate Supplement overrides anything in:

(i) Schedule 9 (*Reference Rate Terms*); or

(ii) any earlier Reference Rate Supplement.

(h) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 11 (*Cumulative Compounded RFR Rate*), as the case may be; or

(ii) any earlier Compounding Methodology Supplement.

(i) A Potential Event of Default is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been waived.

1.3 Construction of insurance terms

In this Agreement:

"**approved**" means, for the purposes of Clause 22 (*Insurance Undertakings*), approved in writing by the Facility Agent.

"**excess risks**" means, in respect of a Ship, the proportion of claims for general average, salvage and salvage charges not recoverable under the hull and machinery policies in respect of that

Ship in consequence of its insured value being less than the value at which that Ship is assessed for the purpose of such claims.

"**obligatory insurances**" means all insurances effected, or which any Borrower is obliged to effect, under Clause 22 (*Insurance Undertakings*) or any other provision of this Agreement or of another Finance Document.

"**policy**" includes a slip, cover note, certificate of entry or other document evidencing the contract of insurance or its terms.

"**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association managed in London, including pollution risks and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies by reason of the incorporation in them of clause 6 of the International Hull Clauses (1/11/02) (1/11/03), clause 8 of the Institute Time Clauses (Hulls) (1/10/83) (1/11/95) or the Institute Amended Running Down Clause (1/10/71) or any equivalent provision.

"**war risks**" includes the risk of mines and all risks excluded by clauses 29, 30 or 31 of the International Hull Clauses (1/11/02), clauses 29 or 30 of the International Hull Clauses (1/11/03), clauses 24, 25 or 26 of the Institute Time Clauses (Hulls) (1/11/95) or clauses 23, 24 or 25 of the Institute Time Clauses (Hulls) (1/10/83) or any equivalent provision.

1.4 Agreed forms of Finance Documents

References in Clause 1.1 (*Definitions*) to any Finance Document being in "agreed form" are to that Finance Document:

(a) in a form attached to a certificate dated the same date as this Agreement (and signed by each Borrower and the Facility Agent); or

(b) in any other form agreed in writing between each Borrower and the Facility Agent acting with the authorisation of the Majority Lenders or, where Clause 44.2 (*All Lender matters*) applies, all the Lenders.

1.5 Third party rights

(a) 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 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

(c) Any Affiliate, Receiver, Delegate or any other person described in paragraph (d) of Clause 14.2 (*Other indemnities*), paragraph (b) of Clause 30.11 (*Exclusion of liability*) or paragraph (b) of Clause 31.11 (*Exclusion of liability*) may, subject to this Clause 1.5 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it.

SECTION 2

THE FACILITY

2 THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrowers a dollar term loan facility in two Tranches in an aggregate amount not exceeding the Total Commitments.

2.2 Finance Parties' rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from a Transaction Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of the Loan or any other amount owed by a Transaction Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Facility Agent on its behalf) is a debt owing to that Finance Party by that Transaction Obligor.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

3 PURPOSE

3.1 Purpose

Each Borrower shall apply all amounts borrowed by it under the Facility only for the purpose stated in the preamble (*Background*) to this Agreement.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

The Borrowers may not deliver a Utilisation Request unless the Facility Agent has received all of the documents and other evidence listed in Part A of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Facility Agent.

4.2 Further conditions precedent

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if:

(a) on the date of the Utilisation Request and on the proposed Utilisation Date and before the Advance is made available:

(i) no Default is continuing or would result from the proposed Advance;

(ii) the Repeating Representations to be made by each Transaction Obligor are true; and

(iii) in the case of an Advance under a Tranche, no event described in paragraphs (a) to (d) of Clause 7.4 (*Mandatory prepayment on default under Shipbuilding Contracts*) has occurred; and

(b) the Facility Agent has:

(i) in the case of a Pre-Delivery Advance, received on or before the relevant Utilisation Date, or is satisfied it will receive when such Pre-delivery Advance is made available, all of the documents and other evidence listed in Part C of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Facility Agent; and

(ii) in the case of a Delivery Advance, received on or before the relevant Utilisation Date, or is satisfied it will receive when such Delivery Advance is made available, all of the documents and other evidence listed in Part C of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Facility Agent or, taking into account the fact that certain of those documents and other evidence will only be available when the relevant Ship has been delivered to the relevant Borrower, immediately after its delivery to the relevant Borrower.

4.3 Notification of satisfaction of conditions precedent

(a) The Facility Agent shall notify the Borrowers and the Lenders promptly upon being satisfied as to the satisfaction of the conditions precedent referred to in Clause 4.1 (*Initial conditions precedent*) and Clause 4.2 (*Further conditions precedent*).

(b) Other than to the extent that the Majority Lenders notify the Facility Agent in writing to the contrary before the Facility Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Facility Agent to give that notification. The Facility Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.4 Waiver of conditions precedent

If the Majority Lenders, at their discretion, permit an Advance to be borrowed before any of the conditions precedent referred to in Clause 4.1 (*Initial conditions precedent*) or Clause 4.2 (*Further conditions precedent*) has been satisfied, the Borrowers shall ensure that that condition is satisfied within five Business Days after the relevant Utilisation Date or such later date as the Facility Agent, acting with the authorisation of the Majority Lenders, may agree in writing with the Borrowers.

SECTION 3

UTILISATION

5 UTILISATION

5.1 Delivery of a Utilisation Request

(a) The Borrowers may utilise the Facility by delivery to the Facility Agent of a duly completed Utilisation Request not later than the Specified Time.

(b) The Borrowers may not deliver more than one Utilisation Request under each of Tranche A and Tranche B in respect of the same Contract Price Instalment.

(c) The Borrowers may not deliver a Utilisation Request if, as a result of the proposed Utilisation more than two Advances would have been made under each of Tranche A and Tranche B.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Tranche to be utilised;

(ii) the proposed Utilisation Date is a Business Day within the relevant Availability Period;

(iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and

(iv) the proposed Interest Period complies with Clause 9 (*Interest Periods*).

(b) Only one Advance may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be dollars.

(b) The amount of the proposed Advance must be an amount which is not more than:

(i) in respect of each Pre-delivery Advance, the lower of (i) $6,455,000 and (ii) amount due to the relevant Builder under the relevant Shipbuilding Contract and to be financed by this Agreement on the proposed Utilisation Date;

(ii) in respect of each Delivery Advance:

(A) in case the relevant Ship is being delivered to the relevant Acceptable Charter, the lower of (i) $38,730,000 and (ii) an amount which when aggregated with the relevant Pre-delivery Advance already drawn shall not exceed the lower of (A) 70 per cent. of the Contract Price and (B) 70 per cent. of the Initial Market Value of the relevant Ship;

(B) in case the relevant Ship is not being delivered to the relevant Acceptable Charter, the lower of (i) $35,520,500 and (ii) an amount which when aggregated with the relevant Pre-delivery Advance already drawn shall not

exceed (A) 65 per cent. of the Contract Price and any extra amounts payable to the relevant Builder and (B) 65 per cent. of the Initial Market Value of the relevant Ship.

(c) The amount of the proposed Advance must be an amount which is not more than the Available Facility.

(d) The amount of the proposed Delivery Advance must be an amount which would not oblige the Borrowers to provide additional security or prepay part of the Advance if the ratio set out in Clause 25 (*Security Cover*) were applied and notice was given by the Facility Agent under Clause 25.1 (*Minimum required security cover*) immediately after the Delivery Advance was made.

5.4 Lenders' participation

(a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by the relevant Utilisation Date through its Facility Office.

(b) The amount of each Lender's participation in each Advance will be equal to the proportion borne by its Available Commitment to the Available Facility immediately before making that Advance.

(c) The Facility Agent shall notify each Lender of the amount of each Advance and the amount of its participation in that Advance by the Specified Time.

5.5 Cancellation of Commitments

The Commitments in respect of any Tranche which are unutilised at the end of the Availability Period for such Tranche shall then be cancelled.

5.6 Retentions and payment to Builder

The Borrowers irrevocably authorise the Facility Agent:

(a) to deduct from the proceeds of any Advance any documented fees then payable to the Finance Parties in accordance with Clause 11 (*Fees*), any solicitors fees and disbursements together with any applicable VAT and any other items listed as deductible items in the relevant Utilisation Request and to apply them in payment of the items to which they relate; and

(b) on each Utilisation Date, to pay to, or for the account of, the Borrower which is to utilise the relevant Advance the balance (after any deduction made in accordance with paragraph (a) above) of the amounts which the Facility Agent receives from the Lenders in respect of the relevant Advance. That payment shall be made in relation to an Advance:

(i) to the account of the Builder which that Borrower specifies in the relevant Utilisation Request or to the Earnings Account of that Borrower; and

(ii) in like funds as the Facility Agent received from the Lenders in respect of the Advance.

5.7 Disbursement of Advance to third party

Payment by the Facility Agent under Clause 5.6 (*Retentions and payment to Builder*) to a person other than a Borrower shall constitute the making of the relevant Advance and the Borrowers

shall at that time become indebted, as principal and direct obligors, to each Lender in an amount equal to that Lender's participation in that Advance.

5.8 Prepositioning of funds

If, in respect of any proposed Advance, the Lenders, at the request of the Borrowers and on terms acceptable to all the Lenders and in their absolute discretion, subject to Clause 5.6 (*Retentions and payment to Builder*), preposition funds with the Builder's or any other bank, each Borrower:

(a) agrees to pay interest on the amount of the funds so prepositioned at the rate described in Clause 8.1 (*Calculation of interest-Term Rate Loans*) on the basis of successive interest periods of one day and so that interest shall be paid together with the first payment of interest on such Advance after the Utilisation Date in respect of it or, if such Utilisation Date does not occur, within three Business Days of demand by the Facility Agent; and

(b) shall, without duplication, indemnify each Finance Party against any costs, loss or liability it may incur in connection with such arrangement.

SECTION 4

REPAYMENT, PREPAYMENT AND CANCELLATION

6 REPAYMENT

6.1 Repayment of Loan

The Borrowers shall repay each Tranche by:

(a) 28 consecutive quarterly instalments, each of the first twelve instalments in an amount of $750,000 and the remaining sixteen instalments in an amount of $625,000 (each a "**Repayment Instalment**"), the first of which shall be repaid on the date falling three Months after the Delivery Date of that Ship and the last on the Termination Date in relation to that Tranche; and

(b) a balloon instalment in an amount of $26,185,000 (each a "**Balloon Instalment**") which shall be repaid on the Termination Date in relation to that Tranche.

6.2 Effect of cancellation and prepayment on scheduled repayments

(a) If the Borrowers cancel the whole or any part of any Available Commitment in accordance with Clause 7.6 (*Right of repayment and cancellation in relation to a single Lender*) or if the Available Commitment of any Lender is cancelled under Clause 7.1 (*Illegality and Sanctions affecting a Lender*) then the Repayment Instalments and the Balloon Instalments falling after that cancellation will reduce *pro rata* by the amount of the Available Commitments so cancelled.

(b) If the whole or any part of any Available Commitment is cancelled in accordance with Clause 7.2 (*Automatic cancellation*) or if the whole or part of any Commitment is cancelled pursuant to Clause 5.3 (*Lender's Participation*) or 5.5 (*Cancellation of Commitments*), the Repayment Instalments and the Balloon Instalments for the relevant Tranche for each Repayment Date falling after that cancellation will reduce *pro rata* by the amount of the Commitments so cancelled (to the closes rounded figure).

(c) If any part of the Loan is repaid or prepaid in accordance with Clause 7.6 (*Right of repayment and cancellation in relation to a single Lender*) or Clause 7.1 (*Illegality and Sanctions affecting a Lender*) then the Repayment Instalments and the Balloon Instalments for the relevant Tranche falling after that repayment or prepayment will reduce *pro rata* by the amount of the Loan repaid or prepaid.

(d) If any part of a Tranche is prepaid in accordance with Clause 7.3 (*Voluntary prepayment of Loan*), then the amount of the Repayment Instalments and the Balloon Instalments for the relevant Tranche for each Repayment Date falling after that repayment or prepayment will reduce in order of maturity by the amount of the Loan repaid or prepaid.

(e) If any part of a Tranche is prepaid in accordance with Clause 7.5 (*Mandatory prepayment on sale, seizure or Total Loss*), Clause 7.4 (*Mandatory prepayment on default under Shipbuilding Contract*) or Clause 7.6 (*Mandatory prepayment of Hedging Prepayment Proceeds*) then, unless the relevant Tranche is prepaid in full, the amount of the Repayment Instalments of the relevant Tranche for each Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Loan repaid or prepaid.

6.3 Termination Date

On each Termination Date, the Borrowers shall additionally pay to the Facility Agent for the account of the Finance Parties all other sums then accrued and owing under the Finance Documents.

6.4 Reborrowing

No Borrower may reborrow any part of the Facility which is repaid.

7 PREPAYMENT AND CANCELLATION

7.1 Illegality and Sanctions affecting a Lender

If it becomes unlawful or contrary to Sanctions in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in an Advance or the Loan or to determine or charge interest rates based upon Term SOFR, or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

(a) that Lender shall promptly notify the Facility Agent upon becoming aware of that event;

(b) upon the Facility Agent notifying the Borrowers, the Available Commitment of that Lender will be immediately cancelled subject to paragraph (e) below;

(c) the Borrowers shall prepay that Lender's participation in the Loan on the last day of the Interest Period for the Loan occurring after the Facility Agent has notified the Borrowers or, if earlier, the date specified by the Lender in the notice delivered to the Facility Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation prepaid;

(d) accrued interest and all other amounts accrued for that Lender under the Finance Documents shall be immediately due and payable; and

(e) the Borrowers may request, and on condition that the Majority Lenders agree, that in the event that it becomes unlawful for a Lender to charge interest rates based upon Term SOFR, instead of prepaying the Lender's participation in the Loan and cancelling that Lender's corresponding commitment, interest on the Loan is calculated in accordance with Clause 8.2 (*Calculation of interest – Compounded Rate Loans*).

7.2 Automatic cancellation

The unutilised Commitment (if any) of each Lender shall be automatically cancelled at close of business on the date on which the last Delivery Advance is made available.

7.3 Voluntary prepayment of Loan

The Borrowers may, if they give the Facility Agent not less than five RFR Banking Days (or such shorter period as the Facility Agent (acting for itself) and the Majority Lenders may agree) prior notice, prepay the whole or any part of the Loan.

7.4 Mandatory prepayment on default under Shipbuilding Contracts

If:

(a) any of the events specified in article X (*cancellation, rejection and rescission by the buyer*) of the relevant Shipbuilding Contract relating to that Ship occurs, in relation to a Builder or a Refund Guarantor such as insolvency, bankruptcy, reorganisation, rehabilitation, creditors' protection, dissolution, winding up or any other form of insolvency or bankruptcy protection proceeding or procedure or creditors' protection proceedings or equivalent proceedings in any jurisdiction, and/or a receiver is appointed on account of the insolvency; or

(b) any of the events specified in article X (*Cancellation, rejection and rescission by the buyer*) and article XI (*default of the buyer*) of the relevant Shipbuilding Contract relating to that Ship occurs;

(c) a party to any Pre-delivery Contract rescinds or purports to rescind or repudiates or purports to repudiate a Pre-delivery Contract or evidences an intention to rescind or repudiate a Pre-delivery Contract or any Pre-delivery Contract otherwise ceases to remain in full force and effect for any reason; or

(d) either Ship has not been delivered to, and accepted by, the relevant Borrower, respectively, by the date specified in article VII (*delivery*) of the relevant Shipbuilding Contract, including delays permitted in article VIII (*delays and extensions of time (force majeure)*) of the relevant Shipbuilding Contract relating to that Ship,

then:

(i) the Borrowers shall promptly notify the Facility Agent upon becoming aware of that event; and

(ii) subject to the proviso below, if the Majority Lenders so require, the Facility Agent shall, by not less than 10 days' notice to the Borrowers, cancel the relevant Tranche and declare the relevant Tranche, together with interest accrued on it, and all other amounts relating to it and accrued under the Finance Documents immediately due and payable, whereupon the relevant Tranche will be cancelled and all such outstanding amounts will become immediately due and payable.

provided that in relation to (a), (b) and (c) above occurring in relation to a Refund Guarantor, on the basis that the Borrowers provide a replacement Refund Guarantee by a Refund Guarantor pursuant to article II(7)(b) of the relevant Shipbuilding Contract, no prepayment shall be required under this Clause 7.4 (*Mandatory Prepayment on default under Shipbuilding Contracts*).

7.5 Mandatory prepayment on sale, seizure or Total Loss

(a) If a Ship is sold (without prejudice to paragraph (a) of Clause 21.12 (*Disposals*)) or becomes a Total Loss, the Borrowers shall on the Relevant Date prepay that Tranche applicable to that Ship.

(b) On the Relevant Date, the Borrowers shall also prepay such part of the Loan as shall eliminate any shortfall arising if the ratio set out in Clause 25 (*Security Cover*) were applied immediately following the payment referred to in paragraph (a) above.

(c) Provided that no Event of Default has occurred and is continuing, any remaining proceeds of the sale or Total Loss of a Ship after the prepayment referred to in paragraph (a) and paragraph (b) above has been made together with all other amounts that are payable on any such prepayment pursuant to the Finance Documents shall be paid to the Borrower that owned the relevant Ship.

(d) In this Clause 7.5 (*Mandatory prepayment on sale, seizure or Total Loss*):

"**Relevant Amount**" means, in relation to a Ship, an amount equal to the Tranche applicable to that Ship.

"**Relevant Date**" means:

(a) in the case of a sale of a Ship, on or before the date on which the sale is completed by delivery of that Ship to the buyer of that Ship; and

(b) in the case of a Total Loss of a Ship, on the earlier of:

(i) the date falling 120 days after the Total Loss Date; and

(ii) the date of receipt by the Security Agent of the proceeds of insurance relating to such Total Loss.

7.6 Mandatory prepayment of Hedging Prepayment Proceeds

Any Hedging Prepayment Proceeds arising as a result of any cancellation or prepayment under this Agreement (save for under Clause 7.3 (*Voluntary Prepayment of Loan*) shall, following payment into each Borrower's Earnings Account in accordance with Clause 26.2 (*Payment of Earnings*), be applied rateably in respect of each Tranche on the last day of the Interest Period for each Tranche which ends after such payment in prepayment of the Loan.

7.7 Right of repayment and cancellation in relation to a single Lender

(a) If:

(i) any sum payable to any Lender by a Transaction Obligor is required to be increased under paragraph (c) of Clause 12.2 (*Tax gross-up*) or under that clause as incorporated by reference or in full in any other Finance Document; or

(ii) any Lender claims indemnification from a Borrower under Clause 12.3 (*Tax indemnity*) or Clause 13.1 (*Increased costs*); or

(iii) the Facility Agent receives notification from a Lender under Clause 10.2 (*Market disruption*),

the Borrowers may:

(A) whilst in the case of sub-paragraphs (i) and (ii) above the circumstance giving rise to the requirement for that increase or indemnification continues; or

(B) whilst in the case of sub-paragraph (iii) above the situation in relation to the relevant Lender continues,

give the Facility Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loan.

(b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Commitment of that Lender shall immediately be reduced to zero.

(c) On the last day of each Interest Period which ends after the Borrowers have given notice of cancellation under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loan.

7.8 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made, the amount of that cancellation or prepayment and, if relevant, the part of the Loan to be prepaid or cancelled.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and amounts (if any) payable under the Hedging Agreements in connection with that prepayment and without premium or penalty.

(c) No Borrower may reborrow any part of the Facility which is prepaid.

(d) No Borrower shall repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

(f) If the Facility Agent receives a notice under this Clause 7 (*Prepayment and Cancellation*) it shall promptly forward a copy of that notice to either the Borrowers or the affected Lenders and/or Hedge Counterparties, as appropriate.

(g) If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

7.9 Application of prepayments

Any prepayment of any part of the Loan (other than a prepayment pursuant to Clause 7.1 (*Illegality and Sanctions affecting a Lender*) or Clause 7.6 (*Right of repayment and cancellation in relation to a single Lender*)) shall be applied *pro rata* to each Lender's participation in that part of the Loan.

SECTION 5

COSTS OF UTILISATION

8 INTEREST

8.1 Calculation of interest – Term Rate Loans

The rate of interest on each Term Rate Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) relevant Margin; and

(b) Term Reference Rate.

8.2 Calculation of interest – Compounded Rate Loans

(a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) relevant Margin; and

(ii) Compounded Reference Rate for that day.

(b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

8.3 Payment of interest

(a) The Borrowers shall pay accrued interest on the Loan or any part of the Loan on the last day of each Interest Period (each an "**Interest Payment Date**").

(b) If an Interest Period is longer than three Months, the Borrowers shall also pay interest then accrued on the Loan or the relevant part of the Loan on the dates falling at three Monthly intervals after the first day of the Interest Period.

8.4 Default interest

(a) If a Transaction Obligor fails to pay any amount payable by it under a Finance Document other than a Hedging Agreement on its due date, interest shall accrue on the Unpaid Sum from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is 2.00 per cent. per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted part of the Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Facility Agent. Any interest accruing under this Clause 8.4 (*Default interest*) shall be immediately payable by the Obligors on demand by the Facility Agent.

(b) If an Unpaid Sum consists of all or part of a Term Rate Loan which became due on a day which was not the last day of an Interest Period relating to that Term Rate Loan:

(i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan or that part of the Loan; and

(ii) the rate of interest applying to that Unpaid Sum during that first Interest Period shall be 2.00 per cent. per annum higher than the rate which would have applied if that Unpaid Sum had not become due.

(c) Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

8.5 Notifications of rates of interest

(a) The Facility Agent shall promptly notify the Lenders and the Borrowers of the determination of a rate of interest relating to a Term Rate Loan.

(b) The Facility Agent shall promptly upon a Compounded Rate Interest Payment being determinable, notify:

(i) the Borrowers of that Compounded Rate Interest Payment;

(ii) each Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Compounded Rate Loan; and

(iii) the Lenders and the Borrowers of:

(A) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Compounded Rate Loan.

This paragraph (b) shall not apply to any Compounded Rate Interest Payment determined pursuant to Clause 10.3 (*Cost of funds*).

(c) The Facility Agent shall promptly notify the Borrowers of each Funding Rate relating to the Loan or any part of the Loan.

(d) The Facility Agent shall promptly notify the Lenders and the Borrowers of the determination of a rate of interest relating to any Compounded Rate Loan to which Clause 10.3 (*Cost of funds*) applies.

(e) This Clause 8.5 (*Notifications of rates of interest*) shall not require the Facility Agent to make any notification to any Party on a day which is not a Business Day.

8.6 Cash Collateral

(a) The Facility Agent and the Borrowers agree that a Borrower shall, at all times during the Security Period, have the option to pledge in the Cash Collateral Account, prior to the beginning of an Interest Period, additional cash deposits in a minimum amount of $1,000,000 (the **"Cash Collateral"**) which shall remain pledged therein for the purpose of reducing the Margin in respect of the equivalent amount of the Loan and such amount may only be withdrawn

pursuant to paragraph (d) below. For the avoidance of any doubt, the Minimum Liquidity set out in Clause 26.5 (*Minimum Liquidity*) shall not be considered to be part of the Cash Collateral.

(b) The Reduced Margin shall:

(i) apply to that part of the Loan, which is equal to the Cash Collateral standing to the credit of a Cash Collateral Account at such time (the "**Subject Amount**"); and

(ii) take effect on the first day of the next Interest Period.

(c) If the Cash Collateral is placed:

(i) in a time deposit with the Account Bank, the Subject Amount shall bear interest at a rate equal to the aggregate of the Reduced Margin and Term Reference Rate in relation to a Term Rate Loan or Compounded Reference Rate in relation to a Compounded Rate Loan; or

(ii) in the Cash Collateral Account which is non-interest bearing, the Subject Amount shall bear interest at a rate equal to the Reduced Margin.

(d) The Cash Collateral (or any part thereof) may be withdrawn from the Cash Collateral Account at that Borrower's request **provided always that**:

(i) no Event of Default has occurred which is continuing or would occur as a result of any such withdrawal;

(ii) the relevant Borrower shall have given the Facility Agent notice not later than three Business Days of their intention to withdraw in whole or in part the relevant Cash Collateral;

(iii) any accrued interest (including any Break Costs) has been paid; and

(iv) after such withdrawal, the aggregate amount of any remaining Cash Collateral shall comply with the provisions of paragraph (a) above.

8.7 Hedging

(a) The Borrowers shall enter into and shall maintain Hedging Agreements in accordance with this Clause 8.7 (*Hedging*).

(b) If a Hedging Agreement is entered into after any Mortgage has been registered, each Borrower shall (at the cost of that Borrower) enter into any supplemental documentation and/or addenda to the Mortgage over its Ship as reasonably required by the Lender.

(c) The aggregate notional amount of the transactions in respect of the Hedging Agreements shall not exceed the Loan.

(d) Each Hedging Agreement shall:

(i) be with a Hedge Counterparty and each Hedge Counterparty shall also be a Lender, an Affiliate of a Lender or if an Existing Lender is a fund, a fund which is a Related Fund;

(ii) be for a term ending on the Termination Date of the Tranche relevant to the Borrower which is a party to such Hedging Agreement;

(iii) have settlement dates coinciding with the Interest Payment Dates;

(iv) be based on a 2002 ISDA Master Agreement and otherwise in form and substance satisfactory to the Facility Agent; and

(v) provide that the Termination Currency (as defined in the relevant Hedging Agreement) shall be dollars.

(e) The rights of each Borrower under the Hedging Agreements shall be charged by way of security under a Hedging Agreement Security.

(f) The parties to each Hedging Agreement must comply with the terms of that Hedging Agreement.

(g) Neither a Hedge Counterparty nor a Borrower may amend, supplement, extend or waive the terms of any Hedging Agreement without the consent of the Security Agent.

(h) Paragraph (g) above shall not apply to an amendment, supplement or waiver that is administrative and mechanical in nature and does not give rise to a conflict with any provision of this Agreement or the Hedging Agreement Security.

(i) If, at any time, the aggregate notional amount of the transactions in respect of the Hedging Agreements exceeds or, as a result of any repayment or prepayment under this Agreement, will exceed 120 per cent. of the Loan at that time, the Borrowers must promptly notify the Facility Agent and must, at the request of the Facility Agent, reduce the aggregate notional amount of those transactions by an amount and in a manner satisfactory to the Facility Agent so that it no longer exceeds or will not exceed the amount of the Loan then or that will be outstanding.

(j) Any reductions in the aggregate notional amount of the transactions in respect of the Hedging Agreements in accordance with paragraph (i) above will be apportioned as between those transactions pro rata.

(k) Paragraph (i) above shall not apply to any transactions in respect of any Hedging Agreement under which no Borrower has any actual or contingent indebtedness.

(l) The Facility Agent must make a request under paragraph (i) above if so required by a Hedge Counterparty.

(m) Neither a Hedge Counterparty nor a Borrower may terminate or close out any transactions in respect of any Hedging Agreement (in whole or in part) except:

(i) in accordance with paragraphs (i) - (l) above;

(ii) on the occurrence of an Illegality, (as such expression is defined in the relevant Hedging Agreement);

(iii) if a Hedge Counterparty ceases to be a Lender pursuant to the terms of this Agreement (other than under Clause 7.1 (*Illegality and Sanctions affecting a Lender*) and Clause 7.7 (*Right of repayment and cancellation in relation to a single Lender*)), subject to no Event of Default is continuing, if a Lender who is also a hedge counterparty ceases to be a Lender that Hedge Counterparty shall use all reasonable endeavours to novate

the relevant Hedging Agreement in accordance with Clause 28.8 (*Change of Hedge Counterparty*);

(iv) in the case of termination or closing out by a Hedge Counterparty, if the Facility Agent serves notice under paragraph (ii) of Clause 27.20 (*Acceleration*) or, having served notice under paragraph (iii) of Clause 27.20 (*Acceleration*), makes a demand;

(v) in the case of any other termination or closing out by a Hedge Counterparty or a Borrower, with the consent of the Facility Agent; or

(vi) if the Secured Liabilities (other than in respect of the Hedging Agreements) have been irrevocably and unconditionally paid and discharged in full;

(n) If a Hedge Counterparty or a Borrower terminates or closes out a transaction in respect of a Hedging Agreement (in whole or in part) in accordance with sub-paragraphs (ii) or (in the case of a Hedge Counterparty only) (iii) of paragraph (m) above, it shall promptly notify the Facility Agent of that termination or close out.

(o) If a Hedge Counterparty is entitled to terminate or close out any transaction in respect of any Hedging Agreement under sub-paragraph (iii) of paragraph (m) above, such Hedge Counterparty shall promptly terminate or close out such transaction following a request to do so by the Security Agent.

(p) A Hedge Counterparty may only suspend making payments under a transaction in respect of a Hedging Agreement if a Borrower is in breach of its payment obligations under any transaction in respect of that Hedging Agreement.

(q) Each Hedge Counterparty consents to, and acknowledges notices of, the charging or assigning by way of security by each Borrower pursuant to the relevant Hedging Agreement Security of its rights under the Hedging Agreements to which it is party in favour of the Security Agent.

(r) Any such charging or assigning by way of security is without prejudice to, and after giving effect to, the operation of any payment or close-out netting in respect of any amounts owing under any Hedging Agreement.

(s) The Security Agent shall not be liable for the performance of any of a Borrower's obligations under a Hedging Agreement.

(t) No Borrower or any Hedge Counterparty shall assign any of its rights or transfer any of its rights or obligations under a Hedging Agreement without the consent of the Security Agent.

9 INTEREST PERIODS

9.1 Selection of Interest Periods

(a) The Borrowers may select the Interest Period for each Tranche in the relevant Utilisation Request for the first Advance in that Tranche. Subject to paragraph (f) below and Clause 9.2 (*Changes to Interest Periods*), the Borrowers may select each subsequent Interest Period in respect of a Tranche in a Selection Notice.

(b) Each Selection Notice is irrevocable and must be delivered to the Facility Agent by the Borrowers not later than the Specified Time.

(c) If the Borrowers fail to select an Interest Period in the first Utilisation Request or fail to deliver a Selection Notice to the Facility Agent in accordance with paragraphs (a) and (b) above, the relevant Interest Period will, subject to paragraph (f) and Clause 9.2 (*Changes to Interest Periods*), be the period specified in the Reference Rate Terms.

(d) Subject to this Clause 9 (*Interest Periods*), the Borrowers may select an Interest Period of any period specified in the Reference Rate Terms or any other period agreed between the Borrowers, the Facility Agent and the Lenders.

(e) An Interest Period in respect of a Tranche or any part of a Tranche shall not extend beyond the relevant Termination Date.

(f) In respect of a Repayment Instalment, the Borrowers may request in the relevant Selection Notice that an Interest Period for a part of the relevant Tranche equal to such Repayment Instalment shall end on the Repayment Date relating to it and, subject to paragraph (d) above, select a longer Interest Period for the remaining part of that Tranche.

(g) The first Interest Period for each Tranche shall start on the first Utilisation Date relating to such Tranche and, subject to paragraph (h) below, each subsequent Interest Period shall start on the last day of its preceding Interest Period.

(h) The first Interest Period for the second and any subsequent Advance under a Tranche shall start on the Utilisation Date of such Advance and end on the last day of the Interest Period applicable to that Tranche on the date on which such Advance is made.

(i) Except for the purposes of paragraph (f) and paragraph (h) above and Clause 9.2 (*Changes to Interest Periods*), each Tranche shall have one Interest Period only at any time.

9.2 Changes to Interest Periods

(a) In respect of a Repayment Instalment, before the commencement of an Interest Period for the relevant Tranche, the Facility Agent may establish an Interest Period for a part of the relevant Tranche equal to such Repayment Instalment to end on the Repayment Date relating to it and the remaining part of that Tranche shall have the Interest Period selected in the relevant Selection Notice, subject to paragraph (d) of Clause 9.1 (*Selection of Interest Periods*).

(b) If the Facility Agent makes any change to an Interest Period referred to in this Clause 9.2 (*Changes to Interest Periods*), it shall promptly notify the Borrowers and the Lenders.

(c) If, pursuant to this Agreement, any accrued interest on the Loan or any part of the Loan or an Unpaid Sum becomes payable prior to the last day of an Interest Period for the Loan or that part of the Loan or Unpaid Sum, that Interest Period shall:

(i) for the purposes only of calculating that accrued interest, and in relation only to the Loan or such part of the Loan or Unpaid Sum, be treated as ending on the day on which that accrued interest becomes payable pursuant to this Agreement; and

(ii) for all other purposes under this Agreement, continue to end, and shall be treated as ending, on the last day of that Interest Period.

9.3 Non-Business Days

(a) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

(b) In respect of any Compounded Rate Loan, if there are rules specified as "Business Day Conventions" in the Reference Rate Terms, those rules shall apply to each Interest Period for that Compounded Rate Loan.

10 CHANGES TO THE CALCULATION OF INTEREST

10.1 Unavailability of Term SOFR

(a) *Interpolated Term SOFR*: If no Term SOFR is available for the Interest Period of the Loan or any part of the Loan, the applicable Term Reference Rate shall be the Interpolated Term SOFR for a period equal in length to the Interest Period of the Loan or that part of the Loan.

(b) *Historic Term SOFR*: If no Term SOFR is available for the Interest Period of the Loan or any part of the Loan and it is not possible to calculate the Interpolated Term SOFR, the applicable Term Reference Rate shall be the Historic Term SOFR for the Loan or that part of the Loan.

(c) *Interpolated Historic Term SOFR:* If paragraph (b) above applies but no Historic Term SOFR is available for the Interest Period of the Loan or any part of the Loan, the applicable Term Reference Rate shall be the Interpolated Historic Term SOFR for a period equal in length to the Interest Period of the Loan or that part of the Loan.

(d) *Compounded Rate Loan*: If paragraph (c) above applies but it is not possible to calculate the Interpolated Historic Term SOFR, then:

(i) there shall be no Term Reference Rate for the Loan or that part of the Loan (as applicable) and Clause 8.1 (*Calculation of interest –Term Rate Loans*) will not apply for that Interest Period for the Loan or that part of the Loan; and

(ii) the Loan or that part of the Loan shall be a "Compounded Rate Loan" for that Interest Period and Clause 8.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to the Loan or that part of the Loan (as applicable).

(e) *Cost of funds*: If paragraph (d) above applies but there is no RFR and no Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for relevant Compounded Rate Loan, Clause 10.2(a) (*Cost of funds*) shall apply to the Loan or that part of the Loan for that Interest Period.

10.2 Market disruption

(a) If in the case of a Term Rate Loan, if before close of business in London on the Quotation Day for the relevant Interest Period, the Facility Agent receives notification from a Lender or Lenders (whose participations in the Loan or the relevant part of the Loan exceed 50 per cent. of the Loan or that part of the Loan as appropriate) that its cost of funds relating to its participation in the Loan or that part of the Loan would be in excess of the applicable Market Disruption Rate then Clause 10.3 (*Cost of funds*) shall apply to the Loan or that part of the Loan (as applicable) for the relevant Interest Period.

(b) If in the case of a Compounded Rate Loan, if:

(i) a Market Disruption Rate is specified in the Reference Rate Terms; and

(ii) before the Reporting Time for the Loan or any part of the Loan, the Facility Agent receives notifications from a Lender or Lenders (whose participations in the Loan or the relevant part of the Loan exceed 50 per cent. of the Loan or the relevant part of the Loan as appropriate) that its cost of funds relating to its participation in the Loan or that part of the Loan would be in excess of the applicable Market Disruption Rate,

then Clause 10.3 (*Cost of funds*) shall apply to the Loan or that part of the Loan (as applicable) for the relevant Interest Period.

10.3 Cost of funds

(a) If this Clause 10.3 (*Cost of funds*) applies to the Loan or part of the Loan for an Interest Period, neither Clause 8.1 (*Calculation of interest - Term Rate Loans*) nor Clause 8.2 (*Calculation of interest - Compounded Rate Loans*) shall apply to the Loan or that part of the Loan for that Interest Period and the rate of interest on each Lender's share of the Loan or that part of the Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the relevant Margin; and

(ii) the rate notified to the Facility Agent by that Lender as soon as practicable and in any event:

(A) in relation to a Term Rate Loan before interest is due to be paid in respect of that Interest Period; or

(B) in relation to a Compounded Rate Loan, by the Reporting Time for that Compounded Rate Loan,

(iii) to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in the Loan or that part of the Loan.

(b) If this Clause 10.3 (*Cost of funds*) applies and the Facility Agent or the Borrowers so require, the Facility Agent and the Borrowers shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest or (as the case may be) an alternative basis for funding.

(c) Subject to Clause 44.4 (*Changes to reference rates*), any substitute or alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrowers, be binding on all Parties.

(d) If paragraph (e) below does not apply and any rate notified to the Facility Agent under sub-paragraph (ii) of paragraph (a) above is less than zero, the relevant rate shall be deemed to be zero.

(e) If this Clause 10.3 (*Cost of funds*) applies pursuant to Clause 10.2 (*Market disruption*) and:

(i) in relation to a Term Rate Loan:

(A) a Lender's Funding Rate is less than the applicable Market Disruption Rate; or

(B) a Lender does not notify a rate to the Facility Agent by the time specified in sub-paragraph (ii) of paragraph (a) above,

that Lender's cost of funds relating to its participation in the Loan or the relevant part of the Loan for that Interest Period shall be deemed, for the purposes of sub-paragraph (ii) of paragraph (a) above, to be the applicable Market Disruption Rate.; and

(ii) in relation to a Compounded Rate Loan:

(A) a Lender's Funding Rate is less than the applicable Market Disruption Rate; or

(B) a Lender does not notify a rate to the Facility Agent by the time specified in sub-paragraph (ii) of paragraph (a) above,

that Lender's cost of funds relating to its participation in the Loan or the relevant part of the Loan for that Interest Period shall be deemed, for the purposes of sub-paragraph (ii) of paragraph (a) above, to be the applicable Market Disruption Rate for that Compounded Rate Loan.

(f) If this Clause 10.3 (*Cost of funds*) applies, the Facility Agent shall, as soon as is practicable, notify the Borrowers.

10.4 Break Costs

(a) Subject to paragraph (b) below, the Borrowers shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs (if any) attributable to all or any part of the Loan or Unpaid Sum being paid by a Borrower on a day prior to the last day of an Interest Period for the Loan, the relevant part of the Loan or that Unpaid Sum.

(b) Paragraph (a) above shall apply in respect of a Compounded Rate Loan if an amount is specified as Break Costs in the Reference Rate Terms.

(c) Each Lender shall, as soon as reasonably practicable after a demand by the Facility Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in respect of which they become, or may become, payable.

11 FEES

11.1 Arrangement fee

The Borrowers shall pay to the Arranger an arrangement fee in the amount and at the times agreed in a Fee Letter.

11.2 Commitment fee

The Borrowers shall pay to the Facility Agent a commitment fee in the amount and at the times agreed in a Fee Letter.

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

12 TAX GROSS UP AND INDEMNITIES

12.1 Definitions

(a) In this Agreement:

"**Protected Party**" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by a Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 (*Tax Gross Up and Indemnities*) reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

(c) This Clause 12 (*Tax Gross Up and Indemnities*) shall not apply to any Hedging Agreement.

12.2 Tax gross-up

(a) Each Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrowers shall promptly upon becoming aware that a Borrower must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Facility Agent accordingly. Similarly, a Lender shall notify the Facility Agent on becoming so aware in respect of a payment payable to that Lender. If the Facility Agent receives such notification from a Lender it shall notify the Borrowers and that Borrower.

(c) If a Tax Deduction is required by law to be made by a Borrower, the amount of the payment due from that Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If a Borrower is required to make a Tax Deduction, that Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction shall deliver to the Facility Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance

Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

(a) The Borrowers shall (within three Business Days of demand by the Facility Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Facility Agent of the event which will give, or has given, rise to the claim, following which the Facility Agent shall notify the Borrowers.

(d) A Protected Party shall, on receiving a payment from a Borrower under this Clause 12.3 (*Tax indemnity*), notify the Facility Agent.

12.4 Tax Credit

If a Borrower makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was received; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

12.5 Stamp taxes

The Borrowers shall, and procure that the Guarantor shall, pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability which that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.6 VAT

(a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this sub-paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part of it as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Clause 12.6 (*VAT*) to any Party shall, at any time when that Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules provided for in Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union or equivalent provisions imposed elsewhere) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or

the relevant representative member (or representative or head) of that group or unity at the relevant time (as the case may be).

(e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.7 FATCA Information

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party; and

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to sub-paragraph (i) of paragraph (a) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Finance Party to do anything and sub-paragraph (iii) of paragraph (a) above shall not oblige any other Party to do anything which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with sub-paragraphs (i) or (ii) of paragraph (a) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.8 FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase

any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify each Borrower and the Facility Agent and the Facility Agent shall notify the other Finance Parties.

13 INCREASED COSTS

13.1 Increased costs

(a) Subject to Clause 13.3 (*Exceptions*), the Borrowers shall, within three Business Days of a demand by the Facility Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation; or

(ii) compliance with any law or regulation made,

in each case after the date of this Agreement; or

(iii) the implementation, application of or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) In this Agreement:

(i) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

(ii) "**CRD IV**" means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No. 648/2012, as amended by, amongst others, Regulation (EU) 2019/876;

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended by, amongst others, Directive (EU) 2019/878; and

(C) any other law or regulation which implements Basel III.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased cost claims

(a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased costs*) shall notify the Facility Agent of the event giving rise to the claim, following which the Facility Agent shall promptly notify the Borrowers.

(b) Each Finance Party shall, as soon as practicable after a demand by the Facility Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by a Borrower;

(b) attributable to a FATCA Deduction required to be made by a Party;

(c) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied);

(d) compensated for by any payment made pursuant to Clause 14.3 (*Mandatory Cost*); or

(e) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation; or

(f) incurred by a Hedge Counterparty in its capacity as such.

14 OTHER INDEMNITIES

14.1 Currency indemnity

(a) If any sum due from a Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Borrower; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Borrower shall, as an independent obligation, on demand, indemnify each Secured Party to which that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

(c) This Clause 14.1 (*Currency indemnity*) does not apply to any sum due to a Hedge Counterparty in its capacity as such.

14.2 Other indemnities

(a) Each Borrower shall, on demand, indemnify each Secured Party against any cost, loss or liability incurred by it as a result of:

(i) the occurrence of any Event of Default;

(ii) a failure by a Transaction Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 33 (*Sharing among the Finance Parties*);

(iii) funding, or making arrangements to fund, its participation in an Advance requested by the Borrowers in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Secured Party alone); or

(iv) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers.

(b) Each Borrower shall, on demand, indemnify each Finance Party, each Affiliate of a Finance Party and each officer or employee of a Finance Party or its Affiliate (each such person for the purposes of this Clause 14.2 (*Other indemnities*) an "**Indemnified Person**"), against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by that Indemnified Person pursuant to or in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry, in connection with or arising out of the entry into and the transactions contemplated by the Finance Documents,

having the benefit of any Security constituted by the Finance Documents or which relates to the condition or operation of, or any incident occurring in relation to, any Ship unless such cost, loss or liability is caused by the gross negligence or wilful misconduct of that Indemnified Person.

(c) Without limiting, but subject to any limitations set out in paragraph (b) above, the indemnity in paragraph (b) above shall cover any cost, loss or liability incurred by each Indemnified Person in any jurisdiction:

(i) arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions; or

(ii) in connection with any Environmental Claim.

(d) Any Affiliate or any officer or employee of a Finance Party or of any of its Affiliates may rely on this Clause 14.2 (*Other indemnities*) subject to Clause 1.5 (*Third party rights*) and the provisions of the Third Parties Act.

14.3 Mandatory Cost

The Borrowers shall, on demand by the Facility Agent, pay to the Facility Agent for the account of the relevant Lender, such amount which any Lender certifies in a notice to the Facility Agent to be its good faith determination of the amount necessary to compensate it for complying with:

(a) in the case of a Lender lending from a Facility Office in a Participating Member State, the minimum reserve requirements (or other requirements having the same or similar purpose) of the European Central Bank (or any other authority or agency which replaces all or any of its functions) in respect of loans made from that Facility Office; and

(b) in the case of any Lender lending from a Facility Office in the United Kingdom, any reserve asset, special deposit or liquidity requirements (or other requirements having the same or similar purpose) of the Bank of England (or any other governmental authority or agency) and/or paying any fees to the Financial Conduct Authority and/or the Prudential Regulation Authority (or any other governmental authority or agency which replaces all or any of their functions),

which, in each case, is referable to that Lender's participation in the Loan.

14.4 Indemnity to the Facility Agent

Each Borrower shall, on demand, indemnify the Facility Agent against:

(a) any cost, loss or liability incurred by the Facility Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default; or

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Finance Documents; and

(b) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Facility Agent (otherwise than by reason of the Facility Agent's gross negligence or wilful misconduct) or, in the case of any cost, loss or liability pursuant to Clause 34.11 (*Disruption to Payment Systems etc.*) notwithstanding the Facility Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility Agent in acting as Facility Agent under the Finance Documents.

14.5 Indemnity to the Security Agent

(a) Each Borrower shall, on demand, indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by any of them:

(i) in relation to or as a result of:

(A) any failure by a Borrower to comply with its obligations under Clause 16 (*Costs and Expenses*);

(B) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(C) the taking, holding, protection or enforcement of the Finance Documents and the Transaction Security;

(D) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law;

(E) any default by any Transaction Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;

(F) any action by any Transaction Obligor which vitiates, reduces the value of, or is otherwise prejudicial to, the Transaction Security; and

(G) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Finance Documents.

(ii) acting as Security Agent, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Security Property or the performance of the terms of this Agreement or the other Finance Documents (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).

(b) The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 14.5 (*Indemnity to the Security Agent*) and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all monies payable to it.

15 MITIGATION BY THE FINANCE PARTIES

15.1 Mitigation

(a) Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality and Sanctions affecting a Lender*), Clause 12 (*Tax Gross Up and Indemnities*), Clause 13 (*Increased Costs*) or paragraph (a) of Clause 14.3 (*Mandatory Cost*), including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Transaction Obligor under the Finance Documents.

15.2 Limitation of liability

(a) Each Borrower shall, on demand, indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if either:

(i) a Default has occurred and is continuing; or

(ii) in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 COSTS AND EXPENSES

16.1 Transaction expenses

The Borrowers shall, on demand, pay the Facility Agent, the Security Agent and the Arranger the amount of all costs and expenses (including legal fees and VAT) reasonably incurred by any Secured Party in connection with the negotiation, preparation, printing, execution, syndication and perfection of:

(a) this Agreement and any other documents referred to in this Agreement or in a Security Document; and

(b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment costs

Subject to Clause 16.4 (*Reference rate transition costs*), if:

(a) a Transaction Obligor requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to Clause 34.9 (*Change of currency*); or

(c) a Transaction Obligor requests, and the Security Agent agrees to, the release of all or any part of the Security Assets from the Transaction Security,

the Borrowers shall, on demand, reimburse each of the Facility Agent and the Security Agent for the amount of all costs and expenses (including legal fees and VAT) reasonably incurred by each Secured Party in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement and preservation costs

The Borrowers shall, on demand, pay to each Secured Party the amount of all costs and expenses (including legal fees and VAT) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the Transaction Security and with any proceedings instituted by or against that Secured Party as a consequence of it entering into a Finance Document, taking or holding the Transaction Security, or enforcing those rights.

16.4 Reference rate transition costs

The Borrowers shall on demand reimburse each of the Facility Agent and the Security Agent for the amount of all costs and expenses (including legal fees and VAT) reasonably incurred by each Secured Party in connection with:

(a) the negotiation or entry into of any Reference Rate Supplement or Compounding Methodology Supplement; or

(b) any amendment, waiver or consent relating to:

(i) any Reference Rate Supplement or Compounding Methodology Supplement; or

(ii) any change arising as a result of an amendment required under Clause 44.4 (*Changes to reference rates*).

17 GUARANTEE AND INDEMNITY – HEDGE GUARANTORS

17.1 Guarantee and indemnity

Each Hedge Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Hedge Counterparty punctual performance by each Borrower of all that Borrower's obligations under the Hedging Agreements;

(b) undertakes with each Hedge Counterparty that whenever a Borrower does not pay any amount when due under or in connection with any Hedging Agreement, that Hedge Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and

(c) agrees with each Hedge Counterparty that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Hedge Counterparty immediately on demand against any cost, loss or liability it incurs as a result of a Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Hedging Agreement on the date when it would have been due. The amount payable by a Hedge Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) if the amount claimed had been recoverable on the basis of a guarantee.

17.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Borrower under the Hedging Agreements, regardless of any intermediate payment or discharge in whole or in part.

17.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Borrower or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Hedge Guarantor under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) will continue or be reinstated as if the discharge, release or arrangement had not occurred.

17.4 Waiver of defences

The obligations of each Hedge Guarantor under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) and in respect of any Transaction Security will not be affected or discharged by an act, omission, matter or thing which, but for this Clause 17.4 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) or in respect of any Transaction Security (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 Transaction Obligor or other person;

(b) the release of any other Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or delay in perfecting, or refusal or neglect to take up or enforce, or delay in taking or enforcing any rights against, or security over assets of, any Transaction 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 a Transaction 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.

17.5 Immediate recourse

Each Hedge Guarantor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person (including without limitation to commence any proceedings under any Finance Document or to enforce any Transaction Security) before claiming or commencing proceedings under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*). This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.6 Appropriations

Until all amounts which may be or become payable by the Borrowers under or in connection with the Hedging Agreements have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Hedge Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Hedge Guarantor or on account of any Hedge Guarantor's liability under this Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*).

17.7 Deferral of Hedge Guarantors' rights

All rights which each Hedge Guarantor at any time has (whether in respect of this guarantee, a mortgage or any other transaction) against any Borrower, any other Transaction 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, no Hedge Guarantor will 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 Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*):

(a) to be indemnified by a Transaction Obligor;

(b) to claim any contribution from any third party providing security for, or any other guarantor of, any Transaction Obligor's obligations under the Finance Documents;

(c) 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 other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

(d) to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which any Hedge Guarantor has given a guarantee, undertaking or indemnity under Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*);

(e) to exercise any right of set-off against any Transaction Obligor; and/or

(f) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

If a Hedge Guarantor 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 Transaction 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 Facility Agent or as the Facility Agent may direct for application in accordance with Clause 34 (*Payment Mechanics*).

17.8 Additional security

This guarantee and any other Security given by a Hedge Guarantor 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 right to combine accounts in connection with the Finance Documents.

17.9 Applicability of provisions of Guarantee to other Security

Clauses 17.2 (*Continuing guarantee*), 17.3 (*Reinstatement*), 17.4 (*Waiver of defences*), 17.5 (*Immediate recourse*), 17.6 (*Appropriations*), 17.7 (*Deferral of Hedge Guarantors' rights*) and 17.8 (*Additional security*) shall apply, with any necessary modifications, to any Security which a Hedge Guarantor creates (whether at the time at which it signs this Agreement or at any later time) to secure the Secured Liabilities or any part of them.

SECTION 7

JOINT AND SEVERAL LIABILITY OF BORROWERS

18 JOINT AND SEVERAL LIABILITY OF THE BORROWERS

18.1 Joint and several liability

All liabilities and obligations of the Borrowers under this Agreement shall, whether expressed to be so or not, be joint and several.

18.2 Waiver of defences

The liabilities and obligations of a Borrower shall not be impaired by:

(a) this Agreement being or later becoming void, unenforceable or illegal as regards any other Borrower;

(b) any Lender or the Security Agent entering into any rescheduling, refinancing or other arrangement of any kind with any other Borrower;

(c) any Lender or the Security Agent releasing any other Borrower or any Security created by a Finance Document; or

(d) any time, waiver or consent granted to, or composition with any other Borrower or other person;

(e) the release of any other Borrower or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(f) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any other Borrower 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;

(g) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other Borrower or any other person;

(h) any amendment, novation, supplement, extension, restatement (however fundamental, and whether or not more onerous) or replacement of a 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;

(i) any unenforceability, illegality or invalidity of any obligation or any person under any Finance Document or any other document or security; or

(j) any insolvency or similar proceedings.

18.3 Principal Debtor

Each Borrower declares that it is and will, throughout the Security Period, remain a principal debtor for all amounts owing under this Agreement and the other Finance Documents and no

Borrower shall, in any circumstances, be construed to be a surety for the obligations of any other Borrower under this Agreement.

18.4 Borrower restrictions

(a) Subject to paragraph (b) below, during the Security Period no Borrower shall:

(i) claim any amount which may be due to it from any other Borrower whether in respect of a payment made under, or matter arising out of, this Agreement or any Finance Document, or any matter unconnected with this Agreement or any Finance Document; or

(ii) take or enforce any form of security from any other Borrower for such an amount, or in any way seek to have recourse in respect of such an amount against any asset of any other Borrower; or

(iii) set off such an amount against any sum due from it to any other Borrower; or

(iv) prove or claim for such an amount in any liquidation, administration, arrangement or similar procedure involving any other Borrower; or

(v) exercise or assert any combination of the foregoing.

(b) If during the Security Period, the Facility Agent, by notice to a Borrower, requires it to take any action referred to in paragraph (a) above in relation to any other Borrower, that Borrower shall take that action as soon as practicable after receiving the Facility Agent's notice.

18.5 Deferral of Borrowers' rights

Until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably paid in full and unless the Facility Agent otherwise directs, no Borrower will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

(a) to be indemnified by any other Borrower; or

(b) to claim any contribution from any other Borrower in relation to any payment made by it under the Finance Documents.

SECTION 8

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

19 REPRESENTATIONS

19.1 General

Each Borrower makes the representations and warranties set out in this Clause 19 (*Representations*) to each Finance Party on the date of this Agreement.

19.2 Status

(a) It is a company, duly incorporated and validly existing in good standing under the law of its Original Jurisdiction.

(b) It and each Transaction Obligor has the power to own its assets and carry on its business as it is being conducted.

19.3 Share capital and ownership

(a) Borrower A is authorised to issue 500 registered shares with a par value of one dollar, all of which shares have been issued fully paid and non-assessable.

(b) Borrower B is authorised to issue 500 registered shares with a par value of one dollar, all of which shares have been issued fully paid and non-assessable.

(c) The legal title to and beneficial interest in the issued shares in each Borrower is held by the Shareholder free of any Security or any other claim.

(d) None of the shares in any Borrower is subject to any option to purchase, pre-emption rights or similar rights.

19.4 Binding obligations

The obligations expressed to be assumed by it in each Transaction Document to which it is a party are legal, valid, binding and enforceable obligations.

19.5 Validity, effectiveness and ranking of Security

(a) Each Finance Document to which it is a party does now or, as the case may be, will upon execution and delivery and, where applicable, registration as provided for in that Finance Document create, the Security it purports to create over any assets to which such Security, by its terms, relates, and such Security will, when created or intended to be created, be valid and effective.

(b) No third party has or will have any Security (except for Permitted Security) over any assets that are the subject of any Transaction Security granted by it.

(c) The Transaction Security granted by it to the Security Agent or any other Secured Party has or will when created or intended to be created have first ranking priority or such other priority it is expressed to have in the Finance Documents and is not subject to any prior ranking or *pari passu* ranking Security.

(d) No concurrence, consent or authorisation of any person is required for the creation of or otherwise in connection with any Transaction Security.

19.6 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, each Transaction Document to which it is a party do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) the constitutional documents of any Transaction Obligor or any member of the Group; or

(c) any agreement or instrument binding upon it or any member of the Group or any of its assets or any member of the Group's assets or constitute a default or termination event (however described) under any such agreement or instrument.

19.7 Power and authority

(a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise:

(i) its entry into, performance and delivery of, each Transaction Document to which it is or will be a party and the transactions contemplated by those Transaction Documents; and

(ii) in the case of a Borrower, its registration of the Ship owned by it under the applicable Approved Flag.

(b) No limit on its powers will be exceeded as a result of the borrowing, granting of security or giving of guarantees or indemnities contemplated by the Transaction Documents to which it is a party.

19.8 Validity and admissibility in evidence

All Authorisations required or desirable:

(a) to enable it to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and

(b) to make the Transaction Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

19.9 Governing law and enforcement

(a) The choice of governing law of each Transaction Document to which it is a party will be recognised and enforced in its Relevant Jurisdictions.

(b) Any judgment obtained in relation to a Transaction Document to which it is a party in the jurisdiction of the governing law of that Transaction Document will be recognised and enforced in its Relevant Jurisdictions.

19.10 Insolvency

No:

(a) corporate action, legal proceeding or other procedure or step described in paragraph (a) of Clause 27.8 (*Insolvency proceedings*); or

(b) creditors' process described in Clause 27.9 (*Creditors' process*),

has been taken in relation to a member of the Group; and none of the circumstances described in Clause 27.7 (*Insolvency*) applies to a member of the Group.

19.11 No filing or stamp taxes

Under the laws of its Relevant Jurisdictions it is not necessary that the Finance Documents to which it is a party be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Transaction Obligor which is referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*) and which will be made or paid promptly after the date of the relevant Finance Document.

19.12 Deduction of Tax

It is not required to make any Tax Deduction from any payment it may make under any Finance Document to which it is a party.

19.13 No default

(a) No Event of Default and, on the date of this Agreement, on each Utilisation Date, no Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

(b) No other event or circumstance is outstanding which constitutes a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

19.14 No misleading information

(a) Any factual information provided by any Transaction Obligor for the purposes of this Agreement was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(b) The financial projections contained in any such information have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

(c) Nothing has occurred or been omitted from any such information and no information has been given or withheld that results in any such information being untrue or misleading in any material respect.

19.15 Financial Statements

(a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.

(b) The Original Financial Statements give a true and fair view of the Group's consolidated financial condition as at the end of the relevant financial year and the Group's results of operations during the relevant financial year.

(c) There has been no material adverse change in the Group's assets, business or consolidated financial condition since 30 June 2026.

(d) The Group's most recent financial statements delivered pursuant to Clause 20.2 (*Financial statements*):

(i) have been prepared in accordance with Clause 20.3 (*Requirements as to financial statements*); and

(ii) give a true and fair view of the Group's consolidated financial condition as at the end of the relevant financial year and operations during the relevant financial year.

(e) Since the date of the most recent financial statements delivered pursuant to Clause 20.2 (*Financial statements*) there has been no material adverse change in the Group's business, assets or consolidated financial condition.

19.16 Pari passu ranking

Its payment obligations under the Finance Documents to which it is a party rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

19.17 No proceedings pending or threatened

(a) No litigation, arbitration or administrative proceedings or investigations (including proceedings or investigations relating to any actual breach of the ISM Code or of the ISPS Code) of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it or any other Transaction Obligor or any member of the Group.

(b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it or any other Transaction Obligor or any member of the Group.

19.18 Validity and completeness of the Pre-delivery Contracts

(a) Each Shipbuilding Contract and each Refund Guarantee constitute legal, valid, binding and enforceable obligations of the Builder and the relevant Refund Guarantor respectively.

(b) The copies of the Pre-delivery Contracts delivered to the Facility Agent before the date of this Agreement are true and complete copies.

(c) No amendments or additions to any Pre-delivery Contracts have been agreed nor have any rights under any Pre-delivery Contract been waived.

19.19 No rebates etc.

There is no agreement or understanding to allow or pay any rebate, premium, inducement, commission, discount or other benefit or payment (however described) to any Borrower or any other member of the Group, any Builder or a third party in connection with the purchase by a Borrower of a Ship, other than as disclosed to the Facility Agent in writing on or before the date of this Agreement.

19.20 Valuations

(a) All information supplied by it or on its behalf to an Approved Valuer for the purposes of a valuation delivered to the Facility Agent in accordance with this Agreement was true and accurate as at the date it was supplied or (if appropriate) as at the date (if any) at which it is stated to be given.

(b) It has not omitted to supply any information to an Approved Valuer which, if disclosed, would adversely affect any valuation prepared by such Approved Valuer.

(c) There has been no change to the factual information provided pursuant to paragraph (a) above in relation to any valuation between the date such information was provided and the date of that valuation which, in either case, renders that information untrue or misleading in any material respect.

19.21 No breach of laws

It has not (and no other member of the Group has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

19.22 No Charter

No Ship is subject to any Charter other than a Permitted Charter.

19.23 Compliance with Environmental Laws

All Environmental Laws relating to the ownership, operation and management of each Ship and the business of each member of the Group (as now conducted and as reasonably anticipated to be conducted in the future) and the terms of all Environmental Approvals have been complied with.

19.24 No Environmental Claim

No Environmental Claim has been made against any member of the Group or any Ship which might reasonably be expected to have a Material Adverse Effect.

19.25 No Environmental Incident

No Environmental Incident has occurred and no person has claimed that an Environmental Incident has occurred.

19.26 ISM and ISPS Code compliance

All requirements of the ISM Code and the ISPS Code as they relate to each Borrower, an Approved Manager and each Ship have been complied with.

19.27 Taxes paid

(a) It is not and no other member of the Group is materially overdue in the filing of any Tax returns and it is not (and no other member of the Group is) overdue in the payment of any amount in respect of Tax.

(b) No claims are being made or conducted against it (or any other member of the Group) with respect to Taxes.

19.28 Financial Indebtedness

No Borrower has any Financial Indebtedness outstanding other than Permitted Financial Indebtedness.

19.29 Overseas companies

No Transaction Obligor has delivered particulars, whether in its name stated in the Finance Documents or any other name, of any UK Establishment to the Registrar of Companies as required under the Overseas Regulations or, if it has so registered, it has provided to the Facility Agent sufficient details to enable an accurate search against it to be undertaken by the Lenders at the Companies Registry.

19.30 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

19.31 Ownership

(a) Each Borrower is the sole legal and beneficial owner of all rights and interests which each of the Pre-delivery Contracts creates in favour of that Borrower.

(b) With effect on and from each Delivery Date, each Borrower will be the sole legal and beneficial owner of each relevant Ship, its Earnings and its Insurances.

(c) The Guarantor is the direct or indirect beneficial owner of all the issued shares in each Borrower.

(d) With effect on and from the date of its creation or intended creation, each Transaction Obligor will be the sole legal and beneficial owner of any asset that is the subject of any Transaction Security created or intended to be created by such Transaction Obligor.

(e) The constitutional documents of each Transaction Obligor do not and could not restrict or inhibit any transfer of the shares of the Borrowers on creation or enforcement of the security conferred by the Security Documents.

19.32 Centre of main interests and establishments

For the purposes of The Council of the European Union Regulation No. 2015/848 on Insolvency Proceedings (recast) (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is not in the US or the United Kingdom and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in such jurisdiction or such other jurisdiction without the consent of the Facility Agent which should not be unreasonably withheld.

19.33 Place of business

No Borrower has a place of business in the US or the United Kingdom and its head office functions are carried out at the address stated in Part A of Schedule 1 (*The Parties*).

19.34 No employee or pension arrangements

No Borrower has any employees or any liabilities under any pension scheme.

19.35 Sanctions

(a) No Transaction Obligor, and none of its Subsidiaries and none of their respective directors, officers or employees or, to the best of the knowledge of each such Transaction Obligor, its agents (acting within the scope of their agency on behalf of each Transaction Obligor):

(i) is a Prohibited Person or is otherwise owned or controlled by or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;

(ii) owns or controls or is an Affiliate of a Prohibited Person; or

(iii) has received notice of or is aware of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

(b) Each Transaction Obligor, its Subsidiaries and their respective directors, officers and employees and, to the best of the knowledge of each such Transaction Obligor its agents, are in compliance with Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in such Transaction Obligor being designated as a Prohibited Person.

(c) None of the Ships is a Sanctioned Ship.

19.36 US Tax Obligor

No Transaction Obligor is a US Tax Obligor.

19.37 Repetition

The Repeating Representations are deemed to be made by each Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

20 INFORMATION UNDERTAKINGS

20.1 General

The undertakings in this Clause 20 (*Information Undertakings*) remain in force throughout the Security Period unless the Facility Agent, acting with the authorisation of the Majority Lenders (or, where specified, all the Lenders), may otherwise permit.

20.2 Financial statements

The Borrowers procure that the Guarantor shall supply to the Facility Agent in sufficient copies, unless publicly available, for all the Lenders as soon as they become available, but in any event within 180 days after the end of each of their respective financial years its audited consolidated financial statements for that financial year, commencing with the financial year ended 31 December 2025.

20.3 Requirements as to financial statements

(a) Each set of financial statements delivered by the Guarantor pursuant to Clause 20.2 (*Financial statements*) shall be certified by an officer of the Guarantor as giving a true and fair view of the Guarantor's financial condition and operations as at the date as at which those financial statements were drawn up if these have not been filed with the US Securities and Exchange Commission.

(b) The Borrowers shall procure that each set of financial statements of the Guarantor delivered pursuant to Clause 20.2 (*Financial statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements for the Group unless, in relation to any set of financial statements, it notifies the Facility Agent that there has been a change in GAAP, the accounting practices or reference periods, and its auditors (or, if appropriate, the auditors of the Group) deliver to the Facility Agent:

(i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which the Group's Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Facility Agent, to make an accurate comparison between the financial position indicated in those financial statements and the Group's Original Financial Statements.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

20.4 DAC6

(a) In this Clause 20.4 (*DAC6*), "**DAC6**" means the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU.

(b) The Borrowers shall supply to the Facility Agent (in sufficient copies for all the Lenders, if the Facility Agent so requests):

(i) promptly upon the making of such analysis or the obtaining of such advice, any analysis made or advice obtained on whether any transaction contemplated by the Transaction Documents or any transaction carried out (or to be carried out) in connection with any transaction contemplated by the Transaction Documents contains a hallmark as set out in Annex IV of DAC6 or is required to be disclosed pursuant to The International Tax Enforcement (Disclosable Arrangements) Regulations 2023; and

(ii) promptly upon the making of such reporting and to the extent permitted by applicable law and regulation, any reporting made to any governmental or taxation authority by or on behalf of any member of the Group or by any adviser to such member of the Group in relation to DAC6 or any law or regulation which implements DAC6 or is required to be disclosed pursuant to The International Tax Enforcement (Disclosable Arrangements) Regulations 2023 and any unique identification number issued by any governmental or taxation authority to which any such report has been made (if available).

20.5 Information: miscellaneous

Each Borrower shall and shall procure that each other Transaction Obligor shall supply to the Facility Agent (in sufficient copies for all the Lenders, if the Facility Agent so requests):

(a) all material documents dispatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched unless the contents of such communication have already been disclosed in the filings made with the US Securities and Exchange Commission or publications on the Oslo Stock Exchange (*Oslo Børs*) via the official news service (*NewsWeb*);

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings or investigations (including proceedings or investigations relating to any alleged or actual breach of the ISM Code or of the ISPS Code) which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;

(c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group and which might have a Material Adverse Effect or which would involve an uninsured liability, or, in relation to such member of the Group (excluding the Borrowers), a potential or alleged uninsured liability, exceeding $5,000,000 (or its equivalent in any other currency or currencies);

(d) promptly provide, its constitutional documents where these have been amended or varied except if, in respect of the Guarantor, these changes have been disclosed in the filings with the US Securities and Exchange Commission or publications on the Oslo Stock Exchange (*Oslo Børs*) via the official news service (*NewsWeb*);

(e) promptly, such further information and/or documents regarding:

(i) each Ship, goods transported on each Ship, its Earnings and its Insurances;

(ii) the Security Assets;

(iii) compliance of the Transaction Obligors with the terms of the Finance Documents;

(iv) the financial condition, business and operations of any member of the Group; and

(v) Environmental Social and Governance submissions to databases as required by the Facility Agent,

as any Finance Party (through the Facility Agent) may reasonably request; and

(f) promptly, such further information and/or documents as any Finance Party (through the Facility Agent) may reasonably request so as to enable such Finance Party to comply with any laws applicable to it or as may be required by any regulatory authority.

20.6 Notification of Default

(a) Each Borrower shall, and shall procure that each other Transaction Obligor shall, notify the Facility Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Borrower is aware that a notification has already been provided by another Borrower).

(b) Promptly upon a request by the Facility Agent, each Borrower shall supply to the Facility Agent a certificate signed by an officer on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.7 "Know your customer" checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of a Transaction Obligor (including, without limitation, a change of ownership of a Transaction Obligor and in relation to the Guarantor for the purposes of compliance with Clause 27.10 (*Change of control*)) after the date of this Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges a Finance Party (or, in the case of sub-paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Borrower shall promptly upon the request of any Finance Party supply, or procure the supply of, such documentation and other evidence as is reasonably requested by a Servicing Party (for itself or on behalf of any other Finance Party) or any Finance Party (for itself or, in the case of the event described in sub-paragraph (iii) above, on behalf of any prospective new Lender) in order for such Finance Party or, in the case of the event described in sub-paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(b) Each Lender shall promptly upon the request of a Servicing Party supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Servicing Party (for itself) in order for that Servicing Party to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

21 GENERAL UNDERTAKINGS

21.1 General

The undertakings in this Clause 21 (*General Undertakings*) remain in force throughout the Security Period except as the Facility Agent, acting with the authorisation of the Majority Lenders (or, where specified, all the Lenders) may otherwise permit.

21.2 Authorisations

Each Borrower shall, and shall procure that each other Transaction Obligor will, promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect;

(b) supply certified copies to the Facility Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction or the state of the Approved Flag at any time of each Ship to enable it to:

(i) perform its obligations under the Transaction Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence in any Relevant Jurisdiction and in the state of the Approved Flag at any time of each Ship, of any Transaction Document to which it is a party;

(iii) own and operate each Ship (in the case of the Borrowers).

21.3 Compliance with laws

Each Borrower shall, and shall procure that each other Transaction Obligor will, comply in all respects with all laws and regulations to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

21.4 Environmental compliance

Each Borrower shall, and shall procure that each other Transaction Obligor will:

(a) comply with all Environmental Laws to which it may be subject;

(b) obtain, maintain and ensure compliance with all requisite Environmental Approvals to which it may be subject;

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law to which it may be subject,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

21.5 Environmental Claims

Each Borrower shall, and shall procure that each other Transaction Obligor will, (through the Guarantor) promptly upon becoming aware of the same, inform the Facility Agent in writing of:

(a) any Environmental Claim against any member of the Group which is current, pending or threatened; and

(b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Group,

where the claim, if determined against that member of the Group, has or is reasonably likely to have a Material Adverse Effect.

21.6 Taxation

(a) Each Borrower shall, and shall procure that the Guarantor will, pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(i) such payment is being contested in good faith;

(ii) adequate reserves are maintained for those Taxes and the costs required to contest them and both have been disclosed in its latest financial statements delivered to the Facility Agent under Clause 20.2 (*Financial statements*); and

(iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

(b) No Borrower shall change its residence for Tax purposes.

21.7 Overseas companies

Each Borrower shall, and shall procure that each other Transaction Obligor will, promptly inform the Facility Agent if it delivers to the Registrar particulars required under the Overseas Regulations of any UK Establishment and it shall comply with any directions given to it by the Facility Agent regarding the recording of any Transaction Security on the register which it is required to maintain under The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009.

21.8 No change to centre of main interests

No Borrower shall change the location of its centre of main interest (as that term is used in Article 3(1) of the Regulation) to either jurisdiction referred to in Clause 19.32 (*Centre of main interests and establishments*) and it will create no "**establishment**" (as that term is used in Article 2(10) of the Regulation) in such jurisdiction or such other jurisdiction without the consent of the Facility Agent which should not be unreasonably withheld.

21.9 *Pari passu* ranking

Each Borrower shall, and shall procure that the Guarantor will, ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

21.10 Title

(a) Each Borrower shall hold the legal title to, and own the entire beneficial interest in:

(i) each Pre-delivery Contract;

(ii) with effect from the Delivery Date, each Ship, its Earnings and its Insurances.

(b) With effect on and from its creation or intended creation, each Borrower shall, and procure that each Transaction Obligor will, hold the legal title to, and own the entire beneficial interest in any other assets the subject of any Transaction Security created or intended to be created by such Transaction Obligor.

21.11 Negative pledge

(a) No Borrower shall, and shall procure that no other Transaction Obligor will, create or permit to subsist any Security over any of its assets which are, in the case of the Transaction Obligors other than the Borrowers, the subject of the Security created or intended to be created by the Finance Documents.

(b) No Borrower shall:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Transaction Obligor or any other member of the Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to any Permitted Security.

21.12 Disposals

(a) No Borrower shall 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 any asset (including without limitation any Ship, its Earnings or its Insurances).

(b) Paragraph (a) above does not apply to any Charter as all Charters are subject to Clause 24.17 (*Restrictions on chartering, appointment of managers etc.*).

21.13 Merger

No Borrower shall enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction.

21.14 Change of business

(a) Each Borrower shall procure that no substantial change is made to the general nature of the business of the Guarantor or the Group from that carried on at the date of this Agreement.

(b) No Borrower shall engage in any business other than the ownership and operation of its Ship.

21.15 Financial Indebtedness

No Borrower shall incur or permit to be outstanding any Financial Indebtedness except Permitted Financial Indebtedness.

21.16 Expenditure

No Borrower shall incur any expenditure, except for expenditure reasonably incurred in the ordinary course of owning, operating, maintaining and repairing its Ship.

21.17 Share capital

No Borrower shall:

(a) purchase, cancel, redeem or retire any of its issued capital;

(b) increase or reduce its authorised share capital, the number of shares that it is authorized to issue or change the par value of such shares or create any new class of shares;

(c) issue any further shares except to the Shareholder; and

(d) appoint any further director or officer of that Borrower.

21.18 Dividends

(a) No Borrower shall, and shall procure that the Guarantor shall not following the occurrence of an Event of Default which is continuing or where any of the following would result in the occurrence of an Event of Default:

(i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its issued shares (or any class of its shares);

(ii) repay or distribute any dividend or share premium reserve; or

(iii) redeem, repurchase, defease, retire or repay any of its issued shares or resolve to do so.

(b) Each Borrower shall procure that the Guarantor will not enter into any other facility agreement pursuant to the terms and conditions of which the Guarantor will be restricted from paying dividends, unless this relates to senior unsecured bonds of the Guarantor in the Nordic bond market due in November 2030, other than following the occurrence of an Event of default or where the payment of dividends would result in an Event of Default.

21.19 Other transactions

No Borrower shall:

(a) be the creditor in respect of any loan or any form of credit to any person other than another Obligor and where such loan or form of credit is in the ordinary course of its business and in a manner acceptable to the Facility Agent;

(b) give or allow to be outstanding any guarantee or indemnity in the ordinary course of its business in aggregate not more than $1,000,000 to or for the benefit of any person in respect of any obligation of any other person or enter into any document under which that Borrower assumes any liability of any other person other than any guarantee or indemnity given under the Finance Documents;

(c) enter into any material agreement other than:

(i) the Transaction Documents;

(ii) any other agreement expressly allowed under any other term of this Agreement; and

(d) enter into any transaction on terms which are, in any respect, less favourable to that Borrower than those which it could obtain in a bargain made at arms' length; or

(e) acquire any shares or other securities other than US or UK Treasury bills and certificates of deposit issued by major North American or European banks.

21.20 Unlawfulness, invalidity and ranking; Security imperilled

No Borrower shall, and shall procure that no other Transaction Obligor will, do (or fail to do) or cause or permit another person to do (or omit to do) anything which is likely to:

(a) make it unlawful or contrary to Sanctions for a Transaction Obligor to perform any of its obligations under the Transaction Documents;

(b) cause any obligation of a Transaction Obligor under the Transaction Documents to cease to be legal, valid, binding or enforceable if that cessation individually or together with any other cessations materially or adversely affects the interests of the Secured Parties under the Finance Documents;

(c) cause any Transaction Document to cease to be in full force and effect, save for the Initial Charters and any Assignable Charter on the basis that such cessation is in accordance with the Finance Documents;

(d) cause any Transaction Security to rank after, or lose its priority to, any other Security; and

(e) imperil or jeopardise the Transaction Security.

21.21 Sanctions undertakings

(a) No proceeds of the Loan or any part of the Loan shall be made available, directly or indirectly, to or for the benefit of a Prohibited Person nor shall they be otherwise, directly or indirectly, applied in a manner or for a purpose prohibited by Sanctions, or to fund any activity in a

Sanctioned Country or in any manner which would cause any Finance Party to be in breach of or made subject to Sanctions, or at risk of being in breach of or made subject to Sanctions.

(b) No Obligor shall fund all or any part of any payment or repayment under the Loan out of proceeds directly or indirectly derived from any activity in a Sanctioned Country or any transaction with a Prohibited Person, or out of proceeds directly or indirectly derived from any other transactions which would be prohibited by Sanctions or in any other manner which would cause any Finance Party to be in breach of or made subject to Sanctions, or at risk of being in breach of or made subject to Sanctions and no such proceeds shall be paid into any Account.

(c) Each of the Borrowers and the Transaction Obligors have implemented and shall maintain in effect a Sanctions compliance policy which is designed to ensure compliance by each such Obligor, its Subsidiaries and their respective directors, officers, employees and agents with Sanctions.

21.22 Delivery Security and other documentation and evidence

If a Delivery Advance is not requested or is not for any reason made available, each Borrower shall, on or before the Delivery Date relating to its Ship, execute and deliver the documents and evidence referred to in Part C of Schedule 2 (*Conditions Precedent*), with necessary modifications (if any) to reflect the non-utilisation of the Delivery Advance relating to its Ship, in form and substance satisfactory to the Facility Agent.

21.23 Further assurance

(a) Each Borrower shall, and shall procure that each other Transaction Obligor will, promptly, and in any event within the time period specified by the Security Agent do all such acts (including procuring or arranging any registration, notarisation or authentication or the giving of any notice) or execute or procure execution of all such documents (including assignments, transfers, mortgages, charges, notices, instructions, acknowledgments, proxies and powers of attorney), as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)):

(i) to create, perfect, vest in favour of the Security Agent or protect the priority of the Security or any right of any kind created or intended to be created under or evidenced by the Finance Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of any of the Secured Parties provided by or pursuant to the Finance Documents or by law;

(ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Transaction Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Finance Documents;

(iii) to facilitate or expedite the realisation and/or sale of, the transfer of title to or the grant of, any interest in or right relating to the assets which are, or are intended to be, the subject of the Transaction Security or to exercise any power specified in any Finance Document in respect of which the Security has become enforceable; and/or

(iv) to enable or assist the Security Agent to enter into any transaction to commence, defend or conduct any proceedings and/or to take any other action relating to any item of the Security Property.

(b) Each Borrower shall, and shall procure that each other Transaction Obligor will, take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

(c) At the same time as a Borrower delivers to the Security Agent any document executed by itself or another Transaction Obligor pursuant to this Clause 21.22 (*Further assurance*), that Borrower shall deliver, or shall procure that such other Transaction Obligor will deliver, to the Security Agent a certificate signed by one of that Borrower's or Transaction Obligor's directors or officers which shall:

(i) set out the text of a resolution of that Borrower's or Transaction Obligor's directors specifically authorising the execution of the document specified by the Security Agent; and

(ii) state that either the resolution was duly passed at a meeting of the directors validly convened and held, throughout which a quorum of directors entitled to vote on the resolution was present, or that the resolution has been signed by all the directors or officers and is valid under that Borrower's or Transaction Obligor's articles of association, articles of incorporation, by-laws, limited liability company agreement, limited partnership agreement or other constitutional documents, as applicable.

22 INSURANCE UNDERTAKINGS

22.1 General

The undertakings in this Clause 22 (*Insurance Undertakings*) remain in force on and from the relevant Delivery Date throughout the rest of the Security Period except as the Facility Agent, acting with the authorisation of the Majority Lenders (or, where specified, all the Lenders) may otherwise permit.

22.2 Maintenance of obligatory insurances

Each Borrower shall keep the Ship owned by it insured at its expense against:

(a) fire and usual marine risks (including hull and machinery plus freight interest and hull interest and excess risks);

(b) war risks (including terrorism and piracy);

(c) protection and indemnity risks; and

(d) any other risks against which the Facility Agent acting on the instructions of the Majority Lenders considers, having regard to practices and other circumstances prevailing at the relevant time, it would be reasonable for that Borrower to insure and which are specified by the Facility Agent by notice to that Borrower.

22.3 Terms of obligatory insurances

Each Borrower shall effect such insurances:

(a) in dollars;

(b) in the case of fire and usual marine risks and war risks, in an amount on an agreed value basis at least the greater of:

(i) an amount which, when aggregated with the amount for which the other Ship then subject to a Mortgage is insured, is equal to 120 per cent. of the Loan; and

(ii) the Market Value of that Ship;

(c) in the case of oil pollution liability risks, for an aggregate amount equal to the highest level of cover from time to time available under basic protection and indemnity club entry and in the international marine insurance market;

(d) in the case of protection and indemnity risks, in respect of the full tonnage of its Ship;

(e) on approved terms; and

(f) through Approved Brokers and with approved insurance companies and/or underwriters or, in the case of war risks and protection and indemnity risks, in approved war risks and protection and indemnity risks associations.

22.4 Further protections for the Finance Parties

In addition to the terms set out in Clause 22.3 (*Terms of obligatory insurances*), each Borrower shall procure that the obligatory insurances effected by it shall:

(a) subject always to paragraph (b), name that Borrower or an Approved Manager as the named assured or co-assured unless the interest of every other named assured is limited:

(i) in respect of any obligatory insurances for hull and machinery and war risks;

(A) to any provable out-of-pocket expenses that it has incurred and which form part of any recoverable claim on underwriters; and

(B) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any claims made against it); and

(ii) in respect of any obligatory insurances for protection and indemnity risks, to any recoveries it is entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against it;

and every other named insured has undertaken in writing to the Security Agent (in such form as it requires) that any deductible shall be paid by that Borrower and that it shall do all things necessary and provide all documents, evidence and information to enable the Security Agent to collect or recover any moneys which at any time become payable in respect of the obligatory insurances;

(b) whenever the Facility Agent requires, name (or be amended to name) the Security Agent as additional named insured for its rights and interests, warranted no operational interest and

with full waiver of rights of subrogation against the Security Agent, but without the Security Agent being liable to pay (but having the right to pay) premiums, calls or other assessments in respect of such insurance;

(c) name the Security Agent as loss payee with such directions for payment as the Facility Agent may specify;

(d) provide that all payments by or on behalf of the insurers under the obligatory insurances to the Security Agent shall be made without set off, counterclaim or deductions or condition whatsoever;

(e) provide that the obligatory insurances shall be primary without right of contribution from other insurances which may be carried by the Security Agent or any other Finance Party; and

(f) provide that the Security Agent may make proof of loss if that Borrower fails to do so.

22.5 Renewal of obligatory insurances

Each Borrower shall:

(a) at least 21 days before the expiry of any obligatory insurance effected by it:

(i) notify the Facility Agent of the Approved Brokers (or other insurers) and any protection and indemnity or war risks association through or with which it proposes to renew that obligatory insurance and of the proposed terms of renewal; and

(ii) obtain the Facility Agents' approval to the matters referred to in sub-paragraph (i) above;

(b) at least 14 days before the expiry of any obligatory insurance, renew that obligatory insurance in accordance with the Facility Agent's approval pursuant to paragraph (a) above; and

(c) procure that the Approved Brokers and/or the approved war risks and protection and indemnity associations with which such a renewal is effected shall promptly after the renewal notify the Facility Agent in writing of the terms and conditions of the renewal.

22.6 Copies of policies; letters of undertaking

Each Borrower shall ensure that the Approved Brokers provide the Security Agent with:

(a) *pro forma* copies of all policies relating to the obligatory insurances which they are to effect or renew; and

(b) a letter or letters of undertaking in a form required by the Facility Agent and including undertakings by the Approved Brokers that:

(i) they will have endorsed on each policy, immediately upon issue, a loss payable clause and a notice of assignment complying with the provisions of Clause 22.4 (*Further protections for the Finance Parties*);

(ii) they will hold such policies, and the benefit of such insurances, to the order of the Security Agent in accordance with such loss payable clause;

(iii) they will advise the Security Agent immediately of any material change to the terms of the obligatory insurances;

(iv) they will, if they have not received notice of renewal instructions from the relevant Borrower or its agents, notify the Security Agent not less than 14 days before the expiry of the obligatory insurances;

(v) if they receive instructions to renew the obligatory insurances, they will promptly notify the Facility Agent of the terms of the instructions;

(vi) they will not set off against any sum recoverable in respect of a claim relating to the Ship owned by that Borrower under such obligatory insurances any premiums or other amounts due to them or any other person whether in respect of that Ship or otherwise, they waive any lien on the policies, or any sums received under them, which they might have in respect of such premiums or other amounts and they will not cancel such obligatory insurances by reason of non-payment of such premiums or other amounts; and

(vii) they will arrange for a separate policy to be issued in respect of the Ship owned by that Borrower forthwith upon being so requested by the Facility Agent.

22.7 Copies of certificates of entry

Each Borrower shall ensure that any protection and indemnity and/or war risks associations in which the Ship owned by it is entered provide the Security Agent with:

(a) a certified copy of the certificate of entry for that Ship;

(b) a letter or letters of undertaking in such form as may be required by the Facility Agent acting on the instructions of Majority Lenders; and

(c) a certified copy of each certificate of financial responsibility for pollution by oil or other Environmentally Sensitive Material issued by the relevant certifying authority in relation to that Ship.

22.8 Deposit of original policies

Each Borrower shall ensure that all policies relating to obligatory insurances effected by it are deposited with the Approved Brokers through which the insurances are effected or renewed.

22.9 Payment of premiums

Each Borrower shall punctually pay all premiums or other sums payable in respect of the obligatory insurances effected by it and produce all relevant receipts when so required by the Facility Agent or the Security Agent.

22.10 Guarantees

Each Borrower shall ensure that any guarantees required by a protection and indemnity or war risks association are promptly issued and remain in full force and effect.

22.11 Compliance with terms of insurances

(a) No Borrower shall do or omit to do (nor permit to be done or not to be done) any act or thing which would or might render any obligatory insurance invalid, void, voidable or unenforceable or render any sum payable under an obligatory insurance repayable in whole or in part.

(b) Without limiting paragraph (a) above, each Borrower shall:

(i) take all necessary action and comply with all requirements which may from time to time be applicable to the obligatory insurances, and (without limiting the obligation contained in sub-paragraph (iii) of paragraph (b) of Clause 22.6 (*Copies of policies; letters of undertaking*)) ensure that the obligatory insurances are not made subject to any exclusions or qualifications to which the Facility Agent has not given its prior approval;

(ii) not make any changes relating to the classification or classification society or manager or operator of the Ship owned by it unless they are approved by the underwriters of the obligatory insurances;

(iii) make (and promptly supply copies to the Facility Agent of) all semi-annually or other voyage declarations which may be required by the protection and indemnity risks association in which the Ship owned by it is entered to maintain cover for trading to the United States of America and Exclusive Economic Zone (as defined in the United States Oil Pollution Act 1990 or any other applicable legislation); and

(iv) not employ the Ship owned by it, nor allow it to be employed, otherwise than in conformity with the terms and conditions of the obligatory insurances, without first obtaining the consent of the insurers and complying with any requirements (as to extra premium or otherwise) which the insurers specify.

22.12 Alteration to terms of insurances

No Borrower shall make or agree to any alteration to the terms of any obligatory insurance or waive any right relating to any obligatory insurance.

22.13 Settlement of claims

Each Borrower shall:

(a) not settle, compromise or abandon any claim under any obligatory insurance for Total Loss or for a Major Casualty; and

(b) do all things necessary and provide all documents, evidence and information to enable the Security Agent to collect or recover any moneys which at any time become payable in respect of the obligatory insurances.

22.14 Provision of copies of communications

Each Borrower shall provide the Security Agent, at the time of each such communication, with copies of all written communications between that Borrower and:

(a) the Approved Brokers;

(b) the approved protection and indemnity and/or war risks associations; and

(c) the approved insurance companies and/or underwriters,

which relate directly or indirectly to:

(i) that Borrower's obligations relating to the obligatory insurances including, without limitation, all requisite declarations and payments of additional premiums or calls excluding routine premium invoices, debit notes, credit notes, premium adjustments and correspondence in the ordinary course that does not evidence a dispute, coverage issue or material increase in insurance costs; and

(ii) any credit arrangements made between that Borrower and any of the persons referred to in paragraphs (a) or (b) above relating wholly or partly to the effecting or maintenance of the obligatory insurances.

22.15 Provision of information

Each Borrower shall promptly provide the Facility Agent (or any persons which it may designate) with any information which the Facility Agent (or any such designated person) requests for the purpose of:

(a) obtaining or preparing any report from an independent marine insurance broker as to the adequacy of the obligatory insurances effected or proposed to be effected; and/or

(b) effecting, maintaining or renewing any such insurances as are referred to in Clause 22.16 (*Mortgagee's interest and additional perils insurances*) or dealing with or considering any matters relating to any such insurances,

and the Borrowers shall, forthwith upon demand, indemnify the Security Agent in respect of all fees and other expenses incurred by or for the account of the Security Agent in connection with any such report as is referred to in paragraph (a) above.

22.16 Mortgagee's interest and additional perils insurances

(a) The Security Agent shall be reasonably entitled from time to time to effect, maintain and renew a mortgagee's interest marine insurance and a mortgagee's interest additional perils insurance each in an amount which equals 110 per cent. of the Loan, on such terms, through such insurers and generally in such manner as the Security Agent acting on the instructions of the Majority Lenders may from time to time consider appropriate.

(b) The Borrowers shall upon demand fully indemnify the Security Agent in respect of all premiums and other expenses which are incurred in connection with or with a view to effecting, maintaining or renewing any insurance referred to in paragraph (a) above or dealing with, or considering, any matter arising out of any such insurance.

23 PRE-DELIVERY CONTRACT UNDERTAKINGS

23.1 General

The undertakings in this Clause 23 (*Pre-Delivery Contract Undertakings*) remain in force throughout the Security Period except as the Facility Agent, acting with the authorisation of the Majority Lenders (or, where specified, all the Lenders) may otherwise permit.

23.2 Performance of Pre-delivery Contracts

Each Borrower shall:

(a) observe and perform all its obligations and meet all its liabilities under or in connection with each Pre-delivery Contract;

(b) use all reasonable endeavours to ensure performance and observance by the other parties of their obligations and liabilities under each Pre-delivery Contract; and

(c) take any action, or refrain from taking any action, which the Facility Agent may specify in connection with any breach, or possible future breach, of a Pre-delivery Contract by that Borrower or any other party or with any other matter which arises or may later arise out of or in connection with a Pre-delivery Contract.

23.3 No variation, release etc. of Pre-Delivery Contracts

Each Borrower shall not, whether by a document, by conduct, by acquiescence or in any other way:

(a) vary any Pre-delivery Contract;

(b) release, waive, suspend, subordinate or permit to be lost or impaired any interest or right of any kind which each Borrower has at any time to, in or in connection with each of the Pre-delivery Contracts or in relation to any matter arising out of or in connection with any Pre-delivery Contract;

(c) waive any person's breach of any Pre-delivery Contract if such waiver is reasonably likely to have a Material Adverse Effect; or

(d) rescind or terminate any Pre-delivery Contract or treat itself as discharged or relieved from further performance of any of its obligations or liabilities under a Pre-delivery Contract.

23.4 Action to protect validity of Pre-delivery Contracts

Each Borrower shall use its reasonable endeavours to ensure that all interests and rights conferred by each relevant Pre-delivery Contract remain valid and enforceable in all respects and retain the priority which they were intended to have.

23.5 No assignment etc. of Pre-delivery Contracts

Save as permitted by the Finance Documents, each Borrower shall not assign, novate, transfer or dispose of any of its rights or obligations under any Pre-delivery Contract.

23.6 Provision of information relating to Pre-Delivery Contract

Without prejudice to Clause 20.5 (*Information: miscellaneous*) each Borrower shall:

(a) immediately inform the Facility Agent if any breach of any Pre-delivery Contract occurs or a serious risk of such a breach arises and of any other event or matter affecting a Pre-delivery Contract which has or is reasonably likely to have a Material Adverse Effect;

(b) provide the Facility Agent, promptly after service, with copies of all notices, save for the notices and exchanges relating to the ordinary progress of the construction of the relevant Ship, served on or by that Borrower under or in connection with any Pre-delivery Contract; and

(c) provide the Facility Agent with any information which it requests about any interest or right of any kind which that Borrower has at any time to, in or in connection with, each of the Pre-delivery Contracts or in relation to any matter arising out of or in connection with any Pre-delivery Contract including the progress of the construction of the relevant Ship.

23.7 Pre-delivery Insurance

Each Borrower shall ensure that at all times during construction, each Ship is insured in accordance with the provisions of article XII (*Insurance*) of the relevant Shipbuilding Contract.

24 SHIP UNDERTAKINGS

24.1 General

The undertakings in this Clause 24 (*Ship Undertakings*) remain in force on and from the relevant Delivery Date and throughout the rest of the Security Period except as the Facility Agent, acting with the authorisation of the Majority Lenders (or, where specified, all the Lenders) may otherwise permit.

24.2 Ships' names and registration

Each Borrower shall, in respect of the Ship owned by it:

(a) keep that Ship registered in its name under the Approved Flag from time to time at its port of registration;

(b) not do or allow to be done anything as a result of which such registration might be suspended, cancelled or imperilled;

(c) not enter into any dual flagging arrangement in respect of that Ship; and

(d) not change the name of that Ship,

provided that any agreed change of name or flag of a Ship shall be subject to:

(i) that Ship remaining subject to Security securing the Secured Liabilities created by a first priority or preferred ship mortgage on that Ship and, if appropriate, a first priority Deed of Covenant collateral to that mortgage (or equivalent first priority Security) on substantially the same terms as the Mortgage on that Ship and, if applicable, related Deed of Covenant and on such other terms and in such other form as the Facility Agent, acting with the authorisation of the Majority Lenders, shall approve or require; and

(ii) the execution of such other documentation amending and supplementing the Finance Documents as the Facility Agent, acting with the authorisation of the Majority Lenders, shall approve or require.

24.3 Repair and classification

Each Borrower shall keep the Ship owned by it in a good and safe condition and state of repair:

(a) consistent with first class ship ownership and management practice; and

(b) so as to maintain the Approved Classification free of overdue recommendations and conditions.

24.4 Classification society undertaking

Each Borrower shall, in respect of the Ship owned by it, instruct the relevant Approved Classification Society:

(a) to send to the Security Agent, following receipt of a written request from the Security Agent, certified true copies of all original class records held by the Approved Classification Society in relation to that Ship;

(b) to allow the Security Agent (or its agents), at any time and from time to time, to inspect the original class and related records of that Borrower and that Ship at the offices of the Approved Classification Society and to take copies of them;

(c) to notify the Security Agent immediately in writing if the Approved Classification Society:

(i) receives notification from that Borrower or any person that that Ship's Approved Classification Society is to be changed; or

(ii) becomes aware of any facts or matters which may result in or have resulted in a change, suspension, discontinuance, withdrawal or expiry of that Ship's class under the rules or terms and conditions of that Borrower or that Ship's membership of the Approved Classification Society;

(d) following receipt of a written request from the Security Agent:

(i) to confirm that that Borrower is not in default of any of its contractual obligations or liabilities to the Approved Classification Society, including confirmation that it has paid in full all fees or other charges due and payable to the Approved Classification Society; or

(ii) to confirm that that Borrower is in default of any of its contractual obligations or liabilities to the Approved Classification Society, to specify to the Security Agent in reasonable detail the facts and circumstances of such default, the consequences of such default, and any remedy period agreed or allowed by the Approved Classification Society.

24.5 Modifications

No Borrower shall make any modification or repairs to, or replacement of, any Ship or equipment installed on it which would or might materially alter the structure, type or deteriorate the performance characteristics of that Ship or materially reduce its value.

24.6 Removal and installation of parts

(a) Subject to paragraph (b) below, no Borrower shall remove any material part of any Ship, or any item of equipment installed on any Ship unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than the part or item removed;

(ii) the replacement part or item is free from any Security in favour of any person other than the Security Agent; and

(iii) the replacement part or item becomes, on installation on that Ship, the property of that Borrower and subject to the security constituted by the Mortgage on that Ship and, if applicable, the related Deed of Covenant.

(b) A Borrower may install equipment owned by a third party if the equipment can be removed without any risk of damage to the Ship owned by that Borrower.

24.7 Surveys

Each Borrower shall submit the Ship owned by it regularly to all periodic or other surveys which may be required for classification purposes and, if so required by the Facility Agent acting on the instructions of the Majority Lenders, provide the Facility Agent, with copies of all survey reports.

24.8 Inspection

Each Borrower shall permit the Security Agent (acting through surveyors or other persons appointed by it for that purpose) to board the Ship owned by it at all reasonable times and provided there is no interference with that Ship's operation to inspect its condition or to satisfy themselves about proposed or executed repairs and shall afford all proper facilities for such inspections. The cost of the inspection shall be borne by the Borrowers once per annum, unless an Event of Default has occurred, in which case the cost of all inspections while the Event of Default is continuing shall be borne by the Borrowers.

24.9 Prevention of and release from arrest

(a) Each Borrower shall, in respect of the Ship owned by it, promptly discharge:

(i) all liabilities which give or may give rise to maritime or possessory liens on or claims enforceable against that Ship, its Earnings or its Insurances;

(ii) all Taxes, dues and other amounts charged in respect of that Ship, its Earnings or its Insurances; and

(iii) all other outgoings whatsoever in respect of that Ship, its Earnings or its Insurances.

(b) Each Borrower shall immediately upon receiving notice of the arrest of the Ship owned by it or of its detention in exercise or purported exercise of any lien or claim, take all steps necessary to procure its release by providing bail or otherwise as the circumstances may require.

24.10 Compliance with laws etc.

Each Borrower shall:

(a) comply, or procure compliance with all laws or regulations:

(i) relating to its business generally; and

(ii) relating to the Ship owned by it, its ownership, employment, operation, management and registration,

including, but not limited to:

(A) the ISM Code;

(B) the ISPS Code;

(C) all Environmental Laws;

(D) all Sanctions; and

(E) the laws of the Approved Flag; and

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals.

24.11 ISPS Code

Without limiting paragraph (a) of Clause 24.10 (*Compliance with laws etc.*), each Borrower shall:

(a) procure that the Ship owned by it and the company responsible for that Ship's compliance with the ISPS Code comply with the ISPS Code; and

(b) maintain an ISSC for that Ship; and

(c) notify the Facility Agent immediately in writing of any actual withdrawal, suspension, cancellation or modification of the ISSC.

24.12 Sanctions and Ship trading

Without limiting Clause 24.10 (*Compliance with laws etc.*), each Borrower shall procure:

(a) that the Ship owned by it shall not be used by or for the benefit of a Prohibited Person or in trading to or from a Sanctioned Country;

(b) that the Ship owned by it shall not otherwise be used in any manner contrary to Sanctions, or in a manner that a Transaction Obligor will become a Prohibited Person or in any manner which would cause any Finance Party to be in breach of or made subject to Sanctions;

(c) that the Ship owned by it shall not be used in trading in any manner that creates a risk that such Ship will become a Sanctioned Ship;

(d) that the Ship owned by it shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion clause (or similar) in the Insurances; and

(e) without prejudice to the above provisions of this Clause 24.12 (*Sanctions and Ship trading*), that each time charterparty in respect of the Ship owned by it shall contain, for the benefit of that Borrower, language which gives effect to the provisions of paragraph (a) of Clause 24.10 (*Compliance with laws etc.*) as regards Sanctions and paragraph (b) and (c) of this Clause 24.12 (*Sanctions and Ship trading*) and which charterparty permits refusal of employment or voyage orders if such employment or compliance with such orders either results, or risks resulting in

non-compliance with such provisions or breaches Sanctions (or which would result in a breach of Sanctions if Sanctions were binding on each Borrower).

24.13 Russian oil price cap

(a) Each Borrower undertakes that it will, at all times comply, and require compliance by:

(i) all charterers and sub-charterers of the Ship owned by it; and

(ii) all parties with whom a Borrower, a charterer or a sub-charterer enters into a contract of carriage in respect of the Ship owned by it,

with the Russian Oil Price Cap Measures.

(b) Without prejudice to the generality of paragraph (a) above, each Borrower undertakes that it will prior to the Ship owned by it commencing loading (including any ship-to-ship or similar transfer) of Russian Oil Products obtain:

(i) price information demonstrating that the Russian Oil Products were purchased at or below the applicable price cap; or

(ii) a signed attestation from its applicable counterparty that the Russian Oil Products were purchased at or below the applicable price cap; or

(iii) documentary evidence that the purchase of the Russian Oil Products was pursuant to a licence or an exception granted by the relevant authority in each applicable jurisdiction.

(c) Without prejudice to the generality of paragraph (a) above, each Borrower shall promptly, and in any event no later than 30 days after the Ship owned by it commencing loading (including any ship-to-ship or similar transfer) of Russian Oil Products provide to the Facility Agent:

(i) price information demonstrating that the Russian Oil Products were purchased at or below the applicable price cap; and/or

(ii) an attestation in the form set out in Schedule 12 (*Form of Attestation to be issued by each Borrower*); and/or

(iii) documentary evidence that the purchase of the Russian Oil Products was pursuant to a licence or an exception granted by the relevant authority in each applicable jurisdiction.

(d) Without prejudice to the generality of paragraph (a) above, each Borrower undertakes that it will ensure that each charterparty or contract of carriage in respect of the Ship owned by it will include for the benefit of that Borrower provisions requiring the charterer, sub-charterer or person with whom that Borrower has entered into a contract of carriage to comply with the Russian Oil Price Cap Measures and to provide such information and documentation at such times as is necessary for such Borrower to comply with this Clause 24.13 (*Russian oil price cap*).

(e) Each Borrower undertakes that it will:

(i) provide the Facility Agent with such information, and at such times, as it may require for the purposes of the Facility Agent or any Finance Party satisfying any record keeping obligations applicable to it under the Russian Oil Price Cap Measures;

(ii) within 30 days of any request provide the Facility Agent with such other information in relation to compliance with the Russian Oil Price Cap Measures as the Facility Agent may from time to time reasonably request including without limitation any information relating to ancillary costs as may be specified from time to time pursuant to the Russian Oil Price Cap Measures; and

(iii) comply with such further or additional requirements as the Facility Agent may from time to time require in writing, acting reasonably, in response to changes to any of the Russian Oil Price Cap Measures, or the introduction of similar measures relating to Russian Oil Products, or changes to any guidance, application, interpretation or market practice in respect of the Russian Oil Price Cap Measures.

The obligations in this paragraph (e) are continuing and, in particular, shall survive and remain binding on each Borrower until all attestations and such other information as may be requested pursuant to this paragraph (e) have been received in satisfactory form by the Facility Agent.

(f) Each Borrower will undertake appropriate due diligence on its counterparties to satisfy itself, based on the information available, of the reliability and accuracy of any information provided by such counterparties for the purposes of or relating to satisfying the requirements of paragraph (b) above.

(g) Each Borrower agrees that each Finance Party may forward all attestations and other documents which any Borrower may from time to time deliver to the Facility Agent or such Finance Party pursuant to paragraph (e) above to any applicable regulators or to any other party to which the Facility Agent or such Finance Party may be required to forward or disclose such attestations or other documents in accordance with the Russian Oil Price Cap Measures.

24.14 Trading in war zones or excluded areas

No Borrower shall cause or permit any Ship to enter or trade to any zone which is declared a war zone by any government or by that Ship's war risks insurers or which is otherwise excluded from the scope of coverage of the obligatory insurances unless that Borrower has (at its expense) effected any special, additional or modified insurance cover which the insurers require to ensure that that Ship remains properly insured in accordance with the Finance Documents (including, without limitation, any requirement for the payment of additional or extra insurance premia).

24.15 Provision of information

Without prejudice to Clause 20.5 (*Information: miscellaneous*) each Borrower shall, in respect of the Ship owned by it, promptly provide the Facility Agent with any information which it requests regarding:

(a) that Ship, its employment, position and engagements;

(b) the Earnings and payments and amounts due to its master and crew;

(c) any expenditure incurred, or likely to be incurred, in connection with the operation, maintenance or repair of that Ship and any payments made by it in respect of that Ship;

(d) any towages and salvages; and

(e) its compliance, the Approved Manager's compliance and the compliance of that Ship with the ISM Code and the ISPS Code,

and, upon the Facility Agent's request, promptly provide copies of any current Charter relating to that Ship, of any current guarantee of any such Charter, the Ship's Safety Management Certificate and any relevant Document of Compliance.

24.16 Notification of certain events

Each Borrower shall, in respect of the Ship owned by it, immediately notify the Facility Agent by e-mail of:

(a) any casualty to that Ship which is or is likely to be or to become a Major Casualty;

(b) any occurrence as a result of which that Ship has become or is, by the passing of time or otherwise, likely to become a Total Loss;

(c) any requisition of that Ship for hire;

(d) any requirement or recommendation made in relation to that Ship by any insurer or classification society or by any competent authority which is not immediately complied with;

(e) any arrest or detention of that Ship or any exercise or purported exercise of any lien on that Ship or the Earnings;

(f) any extraordinary dry docking of that Ship;

(g) any Environmental Claim made against that Borrower or in connection with that Ship, or any Environmental Incident;

(h) any claim for breach of the ISM Code or the ISPS Code being made against that Borrower, an Approved Manager or otherwise in connection with that Ship;

(i) any other actual matter, event or incident the effect of which will or could lead to the ISM Code or the ISPS Code not being complied with;

(j) any notice, or such Borrower becoming aware, of any claim, action, suit, proceeding or investigation against any Transaction Obligor, any of its Subsidiaries or any of their respective directors, officers, employees or agents with respect to Sanctions; or

(k) any circumstances which could give rise to a breach of any representation or undertaking in this Agreement, or any Event of Default, relating to Sanctions,

and each Borrower shall keep the Facility Agent advised in writing on a regular basis and in such detail as the Facility Agent shall require as to that Borrower's, any such Approved Manager's or any other person's response to any of those events or matters.

24.17 Restrictions on chartering, appointment of managers etc.

No Borrower shall, in relation to the Ship owned by it:

(a) let that Ship on demise charter for any period;

(b) enter into any time, voyage or consecutive voyage charter in respect of that Ship other than a Permitted Charter;

(c) amend and/or supplement a Management Agreement in a way that would lead to an Event of Default or terminate a Management Agreement, save for the agreement dated 16 August 2024 and made between Navios Maritime Partners L.P. and Navios Shipmanagement Inc. which amendments and/or supplements shall be deemed acceptable to the Security Agent once publicly available or otherwise notified to the Security Agent;

(d) appoint a manager of that Ship other than an Approved Manager;

(e) de activate or lay up that Ship; or

(f) put that Ship into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $500,000 (or the equivalent in any other currency) unless that person has first given to the Security Agent and in terms satisfactory to it a written undertaking not to exercise any lien on that Ship or its Earnings for the cost of such work or for any other reason.

24.18 Notice of Mortgage

Each Borrower shall keep the relevant Mortgage registered against the Ship owned by it as a valid first preferred or, as the case may be, priority mortgage, carry on board that Ship a certified copy of the relevant Mortgage and place and maintain in a conspicuous place in the navigation room and the master's cabin of that Ship a framed printed notice stating that that Ship is mortgaged by that Borrower to the Security Agent.

24.19 Sharing of Earnings

No Borrower shall enter into any agreement or arrangement for the sharing of any Earnings other than any profit-sharing arrangements on arm's length terms.

24.20 Inventory of Hazardous Materials

Each Borrower shall maintain an Inventory of Hazardous Materials in respect of the Ship owned by it.

24.21 Sustainable and socially responsible dismantling of Ships

Each Borrower confirms that it will procure that the Ship owned by it shall be dismantled in a safe, sustainable and socially and environmentally responsible way and shall include, without limitation, the requirement that such Ship is recycled at a recycling yard which conducts its recycling business in a safely, socially and environmentally responsible manner and, to the extent applicable, in accordance with the provisions of The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009 and/or EU Ship Recycling Regulation.

24.22 Charterparty Assignment

If any Borrower enters into an Assignable Charter that Borrower shall promptly after the date of such Assignable Charter enter into a Charterparty Assignment and the assignment contemplated thereunder shall be notified to the relevant charterer and any charter guarantor in accordance with the terms of such Charterparty Assignment and that Borrower shall use its commercially reasonable endeavours to obtain an acknowledgment of that Charterparty Assignment from the relevant charterer and/or charter guarantor, and shall additionally deliver to the Facility Agent such other documents relevant to that Borrower and that Ship equivalent to those referred to at paragraphs 1.2, 1.3, 1.4, 1.5, 2 and 4.1 of Part A of Schedule 2 (*Conditions Precedent*) as the Facility Agent may require.

24.23 Notification of compliance

Each Borrower shall without undue delay provide the Facility Agent from time to time upon its reasonable request with evidence (in such form as the Facility Agent may reasonably require) that it is complying with this Clause 24 (*Ship Undertakings*).

25 SECURITY COVER

25.1 Minimum required security cover

Clause 25.2 (*Provision of additional security; prepayment*) applies if the Facility Agent notifies the Borrowers that:

(a) the aggregate Market Value of the Ships subject to a Mortgage; plus

(b) the net realisable value of additional Security previously provided under this Clause 25 (*Security Cover*),

is below 120 per cent. of the Loan minus the minimum liquidity amount required to be maintained pursuant to Clause 26.5 (*Minimum liquidity*); and

25.2 Provision of additional security; prepayment

(a) If the Facility Agent serves a notice on the Borrowers under Clause 25.1 (*Minimum required security cover*), the Borrowers shall, on or before the date falling 30 Business Days after the date on which the Facility Agent's notice is served (the "**Prepayment Date**"), prepay such part of the Loan as shall eliminate the shortfall.

(b) The Borrowers may, instead of making a prepayment as described in paragraph (a) above, provide, or ensure that a third party has provided, additional security which, in the opinion of the Facility Agent acting on the instructions of the Majority Lenders:

(i) has a net realisable value at least equal to the shortfall (save for cash collateral provided in dollars which shall be valued at par); and

(ii) is documented in such terms as the Facility Agent may reasonably approve or require,

before the Prepayment Date; and conditional upon such security being provided in such manner, it shall satisfy such prepayment obligation.

25.3 Value of additional vessel security

The net realisable value of any additional security which is provided under Clause 25.2 (*Provision of additional security; prepayment*) and which consists of Security over a vessel shall be the Market Value of the vessel concerned.

25.4 Valuations binding

Any valuation under this Clause 25 (*Security Cover*) shall be binding and conclusive as regards each Borrower.

25.5 Provision of information

(a) Each Borrower shall promptly provide the Facility Agent and any shipbroker acting under this Clause 25 (*Security Cover*) with any information which the Facility Agent or the shipbroker may request for the purposes of the valuation.

(b) If any Borrower fails to provide the information referred to in paragraph (a) above by the date specified in the request, the valuation may be made on any basis and assumptions which the shipbroker or the Facility Agent considers prudent.

25.6 Prepayment mechanism

Any prepayment pursuant to Clause 25.2 (*Provision of additional security; prepayment*) shall be made in accordance with the relevant provisions of Clause 7 (*Prepayment and Cancellation*) and shall be treated as a voluntary prepayment pursuant to Clause 7.3 (*Voluntary prepayment of Loan*).

25.7 Provision of valuations

(a) For the purpose of the Utilisation and subject to paragraph (b) below, the Market Value of any Ship shall be determined by reference to the valuation of that Ship as given by an Approved Valuer selected and appointed by the Borrowers and addressed to the Facility Agent or in the event that the Borrowers fail to do so appointed by the Facility Agent.

(b) The Facility Agent shall be entitled, after the relevant Utilisation Date, to test the security cover requirement under Clause 25.1 (*Minimum required security cover*) by reference to the Market Value of any Ship as determined in accordance with paragraphs (a) to (b) above, once per year during the Security Period and from time to time as the Facility Agent may reasonably request.

(c) Each of the valuations referred to at paragraphs (a) and (b) above shall be obtained not more than 30 days before the relevant Utilisation Date, while the valuation(s) referred to in paragraph (c) above shall be obtained at the Facility Agent's request.

(d) The Facility Agent may at any time after an Event of Default has occurred and is continuing obtain valuations of any Ship and any other vessel over which additional security has been created in accordance with Clause 25.2 (*Provision of additional security; prepayment*) from Approved Valuers to enable the Facility Agent to determine the Market Value of that Ship and any other vessel and also for the purpose of testing the security cover requirement under Clause 25.1 (*Minimum required security cover*). The Facility Agent shall be entitled to determine the Market Value of any Ship at any other time.

(e) The valuation referred to in paragraph (a) above shall be obtained at the cost and expense of the Borrowers and the Borrowers shall within three Business Days of demand by the Facility Agent pay to the Facility Agent all costs and expenses incurred by it in obtaining any such valuation. The cost of the valuation(s) referred to in paragraph (b) for the Borrowers shall be limited to once annually, unless an Event of Default has occurred or the covenant contained in Clause 25.1 (*Minimum required security cover*) is not complied with, in which case the cost of all valuations shall be borne by the Borrowers.

25.8 Release of additional security

If at any time the Security Agent holds additional security provided under this Clause 25 (*Security Cover*) for a consecutive period of no less than 30 days, the Borrowers may request, at their own cost and expense, the release of such additional security **provided that**:

(a) the Borrowers can demonstrate to the Facility Agent's reasonable satisfaction that the minimum required security cover, disregarding the value of that additional security, is at least equal to the security cover required pursuant to Clause 25.1 (*Minimum required security cover*); and

(b) no Event of Default has occurred and is continuing or would result from the release of such additional security.

26 ACCOUNTS AND APPLICATION OF EARNINGS AND HEDGE RECEIPTS

26.1 Accounts

The Borrowers may not, without the prior consent of the Facility Agent, maintain any bank account other than:

(a) its Earnings Account, save for the accounts opened with Hamburg Commercial Bank AG notified to the Lender prior to the date of this Agreement which the Borrowers undertakes to close within 30 days of the relevant Delivery Date of that Ship; and

(b) its Cash Collateral Account.

26.2 Payment of Earnings

Each Borrower shall ensure that,

(a) subject only to the provisions of General Assignment to which it is a party, all the Earnings in respect of the Ship owned by it are paid in to its Earnings Account; and

(b) all Hedge Receipts are paid in to each Borrower's Earnings Account.

26.3 Location of Accounts

Each Borrower shall promptly:

(a) comply with any requirement of the Facility Agent as to the location or relocation of its Earnings Account and its Cash Collateral Account; and

(b) execute any documents which the Facility Agent specifies to create or maintain in favour of the Security Agent Security over (and/or rights of set-off, consolidation or other rights in relation to) the Earnings Accounts and the Cash Collateral Accounts.

26.4 Restriction on withdrawal

During the Security Period, each Borrower may withdraw any sum from its Earnings Account, **provided that** (i) no Event of Default has occurred and is continuing or would occur from such withdrawal and (ii) no notice has been given to that Borrower by the Facility Agent or the Security Agent that such withdrawal is not permitted.

26.5 Minimum Liquidity

Each Borrower shall maintain in its Earnings Account, on and from the relevant Delivery Date and at all times thereafter during the Security Period, a pledged credit balance of not less than $500,000 for each Ship (the "**Minimum Liquidity**").

27 EVENTS OF DEFAULT

27.1 General

Each of the events or circumstances set out in this Clause 27 (*Events of Default*) is an Event of Default except for Clause 27.20 (*Acceleration*) and Clause 27.21 (*Enforcement of security*).

27.2 Non-payment

A Transaction Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within three days of its due date.

27.3 Specific obligations

A breach occurs of Clause 4.4 (*Waiver of conditions precedent*), Clause 19.35 (*Sanctions*), Clause 21.10 (*Title*), Clause 21.11 (*Negative pledge*), Clause 21.20 (*Unlawfulness, invalidity and ranking; Security imperilled*), Clause 21.21 (*Sanctions undertakings*), Clause 22.2 (*Maintenance of obligatory insurances*), Clause 22.3 (*Terms of obligatory insurances*), Clause 22.5 (*Renewal of obligatory insurances*) Clause 24.12 (*Sanctions and Ship trading*), Clause 24.13 (*Russian oil price cap*) or, save to the extent such breach is a failure to pay and therefore subject to Clause 27.2 (*Non-payment*), Clause 25 (*Security Cover*).

27.4 Other obligations

(a) A Transaction Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 27.2 (*Non-payment*) and Clause 27.3 (*Specific obligations*)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the Facility Agent giving notice to the Borrowers or (if earlier) any Transaction Obligor becoming aware of the failure to comply.

27.5 Misrepresentation

Any representation or statement made or deemed to be made by a Transaction Obligor in the Finance Documents or any other document delivered by or on behalf of any Transaction Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

27.6 Cross default

(a) Any Financial Indebtedness of any Transaction Obligor is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any Transaction Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any Transaction Obligor is cancelled or suspended by a creditor of any Transaction Obligor as a result of an event of default (however described) unless the Transaction Obligor is contesting the declaration of an event of default or of the Financial Indebtedness becoming due and payable in good faith an on substantial groups by appropriate proceedings and adequate reserves (in the reasonable opinion of the Facility Agent) have been set aside for its payment if such proceedings fail.

(d) Any creditor of any Transaction Obligor becomes entitled to declare any Financial Indebtedness of any Transaction Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Event of Default will occur under this Clause 27.6 (*Cross default*) in respect of a person other than a Borrower if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than, in relation to a Transaction Obligor (other than a Borrower and Hedge Guarantor) $5,000,000 (or its equivalent in any other currency) and, in relation to the Guarantor, $20,000,000 (or its equivalent in any other currency).

27.7 Insolvency

(a) A Transaction Obligor (other than an Approved Manager):

(i) is unable or admits inability to pay its debts as they fall due;

(ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;

(b) A moratorium is declared in respect of any indebtedness of any Transaction Obligor (other than an Approved Manager). If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

27.8 Insolvency proceedings

(a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Transaction Obligor (other than an Approved Manager);

(ii) a composition, compromise, assignment or arrangement with any creditor of any Transaction Obligor (other than an Approved Manager);

(iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Transaction Obligor (other than an Approved Manager) or any of its assets; or

(iv) enforcement of any Security over any assets of any Transaction Obligor (other than an Approved Manager),

or any analogous procedure or step is taken in any jurisdiction.

(b) Paragraph (a) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

27.9 Creditors' process

Any expropriation, attachment, sequestration, distress or execution (or any analogous process in any jurisdiction) affects any asset or assets of a Borrower or, in relation to the Transaction Obligors (other than the Borrowers), any asset or assets of that Transaction Obligor having an aggregate value of $20,000,000 (or the equivalent in any other currency) (other than an arrest or detention of a Ship referred to in Clause 27.14 (*Arrest*)) and is not discharged within 30 days.

27.10 Change of Control

A Change of Control occurs.

In this Clause 27.10 (*Change of Control*):

"**Change of Control**" means if:

(a) the Designated Unitholder ceases to be the ultimate beneficial owner(s) of, or to have ultimate control of, the voting rights attaching to more than 5 per cent. of all the units (including for the avoidance of doubt both general partner units and common units) in the Guarantor; or

(b) the Designated Unitholder ceases to be the owner of, or to have ultimate control of, the voting rights attaching to all the issued shares in the general partner of the Guarantor, which is currently Olympos Maritime Ltd; or

(c) Mrs. Angeliki Frangou ceases to act as chairwoman or chief executive officer of the Guarantor and/or Olympos Maritime Ltd ceases to be the general partner of the Guarantor; or

(d) any person or group of persons (other than the Designated Unitholder) acting in concert, becomes the holder, directly or indirectly, of 50 per cent. or more of the beneficially issued units of the Guarantor entitled to vote for members of the board of directors or equivalent governing body of the Guarantor on a fully-diluted basis (and

taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(e) the Guarantor ceasing to be the owner of, directly or indirectly, all of the issued shares in each Borrower,

(a) and for the purpose of paragraph (d) above "**acting in concert**" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition, directly or indirectly, of units in the Guarantor by any of them, either directly or indirectly, to obtain or consolidate the holding of beneficially owned units of the Guarantor.

27.11 Unlawfulness, invalidity and ranking

(a) It is or becomes unlawful for a Transaction Obligor to perform any of its obligations under the Finance Documents.

(b) Any obligation of a Transaction Obligor under the Finance Documents is not or ceases to be legal, valid, binding or enforceable.

(c) Any Finance Document ceases to be in full force and effect or to be continuing or is or purports to be determined or any Transaction Security is alleged by a party to it (other than a Finance Party) to be ineffective.

(d) Any Transaction Security proves to have ranked after, or loses its priority to, any other Security.

27.12 Security imperilled

Any Security created or intended to be created by a Finance Document is in any way imperilled or in jeopardy.

27.13 Cessation of business

Any Transaction Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

27.14 Arrest

Any arrest of a Ship or its detention in the exercise or the purported exercise of any lien or claim unless it is redelivered to the full control of the relevant Borrower within 30 days of such arrest or detention.

27.15 Expropriation

The authority or ability of any member of the Group to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any member of the Group or any of its assets other than:

(a) an arrest or detention of a Ship referred to in Clause 27.14 (*Arrest*); or

(b) any Requisition.

27.16 Repudiation and rescission of agreements

A Transaction Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Transaction Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Transaction Document or any Transaction Security, , save for any Initial Charter or Assignable Charter on the basis that there is no breach of the provisions of a Finance Document.

27.17 Litigation

Any litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency are started, or any judgment or order of a court, arbitral body or agency is made, in relation to any of the Transaction Documents or the transactions contemplated in any of the Transaction Documents or against any member of the Group or its assets which has or is reasonably likely to have a Material Adverse Effect.

27.18 Sanctions

(a) Any Transaction Obligor or any of their respective Subsidiaries, directors, officers, employees or agents (acting within the scope of their agency on behalf of each Transaction Obligor) is designated a Prohibited Person or a Ship is designated a Sanctioned Ship.

(b) This Clause 27.18 (*Sanctions*) is without prejudice to any other Event of Default which may occur by reason of breach of, or non-compliance with, any of the other provisions of this Agreement which relate to Sanctions.

27.19 Material adverse change

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

27.20 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Facility Agent may, and shall if so directed by the Majority Lenders:

(a) by notice to the Borrowers:

(i) cancel the Available Commitment of each Lender, whereupon they shall immediately be cancelled;

(ii) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon it shall become immediately due and payable; and/or

(iii) declare that all or part of the Loan be payable on demand, whereupon it shall immediately become payable on demand by the Facility Agent acting on the instructions of the Majority Lenders; and/or

(b) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents,

and the Facility Agent may serve notices under sub-paragraphs (i), (ii) or (iii) of paragraph (a) above simultaneously or on different dates and any Servicing Party may take any action referred to in paragraph (b) above or Clause 27.21 (*Enforcement of security*) if no such notice is served or simultaneously with or at any time after the service of any of such notice.

27.21 Enforcement of security

On and at any time after the occurrence of an Event of Default the Security Agent may, and shall if so directed by the Majority Lenders, take any action which, as a result of the Event of Default or any notice served under Clause 27.20 (*Acceleration*), the Security Agent is entitled to take under any Finance Document or any applicable law or regulation.

SECTION 9

CHANGES TO PARTIES

28 CHANGES TO THE LENDERS AND THE HEDGE COUNTERPARTIES

28.1 Assignments and transfers by the Lenders

Subject to this Clause 28 (*Changes to the Lenders and the Hedge Counterparties*), a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**"). Provided that no Event of Default has occurred and is continuing Alpha Bank S.A. will maintain 50 per cent. of the Total Commitment throughout the Security Period.

28.2 Conditions of assignment or transfer

(a) The consent of the Borrowers is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:

(i) to another Lender or an Affiliate of a Lender;

(ii) if the Existing Lender is a fund, to a fund which is a Related Fund; or

(iii) made at a time when an Event of Default is continuing.

(b) The consent of the Borrowers to an assignment or transfer must not be unreasonably withheld or delayed. Each Borrower will be deemed to have given its consent five Business Days after the Existing Lender has requested it unless consent is expressly refused by that Borrower within that time.

(c) The consent of a Borrower to an assignment or transfer must not be withheld solely because the assignment or transfer may result in an increase to any amount payable under Clause 14.3 (*Mandatory Cost*).

(d) An assignment will only be effective on:

(i) receipt by the Facility Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Facility Agent) that the New Lender will assume the same obligations to the other Secured Parties as it would have been under if it had been an Original Lender; and

(ii) performance by the Facility Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Facility Agent shall promptly notify to the Existing Lender and the New Lender.

(e) Each Borrower on behalf of itself and each Transaction Obligor agrees that all rights and interests (present, future or contingent) which the Existing Lender has under or by virtue of the Finance Documents are assigned to the New Lender absolutely, free of any defects in the Existing Lender's title and of any rights or equities which that Borrower or any other Transaction Obligor had against the Existing Lender.

(f) A transfer will only be effective if the procedure set out in Clause 28.4 (*Procedure for transfer*) is complied with.

(g) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, a Transaction Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax Gross Up and Indemnities*) or under that clause as incorporated by reference or in full in any other Finance Document or Clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (d) shall not apply in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility.

(h) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

28.3 Limitation of responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Transaction Obligor;

(iii) the performance and observance by any Transaction Obligor of its obligations under the Transaction Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Transaction Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Transaction Obligor and its related entities throughout the Security Period.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 28 (*Changes to the Lenders and the Hedge Counterparties*); or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Transaction Obligor of its obligations under the Transaction Documents or otherwise.

28.4 Procedure for transfer

(a) Subject to the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*), a transfer is effected in accordance with paragraph (c) below when the Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to paragraph (b) below as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with this Agreement and delivered in accordance with this Agreement, execute that Transfer Certificate.

(b) The Facility Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) Subject to Clause 28.10 (*Pro rata interest settlement*), on the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents and in respect of the Transaction Security, each of the Transaction Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and in respect of the Transaction Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Transaction Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Transaction Obligor and the New Lender have assumed and/or acquired the same in place of that Transaction Obligor and the Existing Lender;

(iii) the Facility Agent, the Security Agent, the Arranger, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Facility Agent, the Security Agent, the Arranger and the Existing Lenders shall each be released from further obligations to each other under the Finance Documents; and

(iv) the New Lender shall become a Party as a "Lender".

28.5 Procedure for assignment

(a) Subject to the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Facility Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Facility Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) Subject to Clause 28.10 (*Pro rata interest settlement*), on the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents and in respect of the Transaction Security expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "**Relevant Obligations**") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security); and

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.

(d) Lenders may utilise procedures other than those set out in this Clause 28.5 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Transaction Obligor or unless in accordance with Clause 28.4 (*Procedure for transfer*), to obtain a release by that Transaction Obligor from the obligations owed to that Transaction Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) **provided that** they comply with the conditions set out in Clause 28.2 (*Conditions of assignment or transfer*).

28.6 Copy of Transfer Certificate or Assignment Agreement to Borrowers

The Facility Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Borrowers a copy of that Transfer Certificate or Assignment Agreement.

28.7 Additional Hedge Counterparties

(a) The Borrowers or a Lender may request that a Lender or an Affiliate of a Lender becomes an Additional Hedge Counterparty, with the prior approval of the Facility Agent and (in the case of a request by a Lender) the Borrowers, by delivering to the Facility Agent a duly executed Hedge Counterparty Accession Letter.

(b) The relevant Lender or Affiliate will become an Additional Hedge Counterparty when (i) the Facility Agent enters into the relevant Hedge Counterparty Accession Letter and (ii) the relevant Borrowers have entered into any supplemental documentation and/or addenda to any Mortgage as reasonably required by the Facility Agent (which those Borrowers shall do upon the Facility Agent's request).

28.8 Change of Hedge Counterparty

Subject to Clause 28.13 (*Costs*), a Hedge Counterparty (the "**Existing Hedge Counterparty**") may (in accordance with the terms of the relevant Hedging Agreement and subject to any consent required under that Hedging Agreement and paragraph(s) of Clause 8.7 (*Hedging*)), transfer by novation any of its rights and obligations in respect of the Hedging Agreements to which it is a party if any transferee (the "**New Hedge Counterparty**") has (if not already a Party as a Hedge Counterparty) acceded to this Agreement pursuant to Clause 28.7 (*Additional Hedge Counterparties*) as a Hedge Counterparty.

28.9 Security over Lenders' rights

In addition to the other rights provided to Lenders under this Clause 28 (*Changes to the Lenders and the Hedge Counterparties*), each Lender may without consulting with or obtaining consent from any Transaction Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by a Transaction Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

28.10 Pro rata interest settlement

(a) If the Facility Agent has notified the Lenders that it is able to distribute interest payments on a "*pro rata* basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 28.4 (*Procedure for transfer*) or any assignment pursuant to Clause 28.5 (*Procedure*

for assignment) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and

(ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:

(A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and

(B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 28.10 (*Pro rata interest settlement*), have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this Clause 28.10 (*Pro rata interest settlement*) references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

(c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 28.10 (*Pro rata interest settlement*) but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

28.11 Conditions of transfer

Each New Hedge Counterparty, by executing the Hedge Counterparty Accession Letter, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Existing Hedge Counterparty in accordance with this Agreement on or prior to the date on which the transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Hedge Counterparty would have been had it remained a Hedge Counterparty.

28.12 Limitation of responsibility of Hedge Counterparty

(a) Unless expressly agreed to the contrary, an Existing Hedge Counterparty makes no representation or warranty and assumes no responsibility to a New Hedge Counterparty for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Transaction Obligor;

(iii) the performance and observance by any Transaction Obligor of its obligations under the Transaction Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Hedge Counterparty confirms to the Existing Hedge Counterparty and the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Transaction Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Hedge Counterparty or any other Finance Party in connection with any Transaction Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Transaction Obligor and its related entities throughout the Security Period.

(c) Nothing in any Finance Document obliges an Existing Hedge Counterparty to:

(i) accept a re-transfer from a New Hedge Counterparty of any of the rights and obligations transferred under this Clause 28 (Changes to the Lenders and Hedge Counterparties) or

(ii) support any losses directly or indirectly incurred by the New Hedge Counterparty by reason of the non-performance by any Transaction Obligor of its obligations under the Transaction Documents or otherwise.

28.13 Costs

The Existing Hedge Counterparty shall on demand (and irrespective of whether the novation is entered into) reimburse each of the Facility Agent and the Security Agent for the amount of all documented (to the extent available) costs and expenses (including legal fees) reasonably incurred by each Secured Party in responding to, evaluating, negotiating or complying with the requested novation.

29 CHANGES TO THE TRANSACTION OBLIGORS

29.1 Assignment or transfer by Transaction Obligors

No Transaction Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

29.2 Release of security

(a) If a disposal of any asset subject to security created by a Security Document is made in the following circumstances:

(i) the disposal is permitted by the terms of any Finance Document;

(ii) the Majority Lenders agree to the disposal;

(iii) the disposal is being made at the request of the Security Agent in circumstances where any security created by the Security Documents has become enforceable; or

(iv) the disposal is being effected by enforcement of a Security Document,

the Security Agent may release the asset(s) being disposed of from any security over those assets created by a Security Document. However, the proceeds of any disposal (or an amount corresponding to them) must be applied in accordance with the requirements of the Finance Documents (if any).

(b) If the Security Agent is satisfied that a release is allowed under this Clause 29.2 (*Release of security*) (at the request and expense of the Borrowers) each Finance Party must enter into any document and do all such other things which are reasonably required to achieve that release. Each other Finance Party irrevocably authorises the Security Agent to enter into any such document. Any release will not affect the obligations of any other Transaction Obligor under the Finance Documents.

SECTION 10

THE FINANCE PARTIES

30 THE FACILITY AGENT AND THE ARRANGER

30.1 Appointment of the Facility Agent

(a) Each of the Lenders, the Arranger and the Hedge Counterparties appoints the Facility Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Lenders, the Arranger and the Hedge Counterparties authorises the Facility Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Facility Agent under, or in connection with, the Finance Documents together with any other incidental rights, powers, authorities and discretions.

30.2 Instructions

(a) The Facility Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Facility Agent in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(B) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with sub-paragraph (i) above (or, if this Agreement stipulates the matter is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).

(b) The Facility Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Facility Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Facility Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

(d) Paragraph (a) above shall not apply:

(i) where a contrary indication appears in a Finance Document;

(ii) where a Finance Document requires the Facility Agent to act in a specified manner or to take a specified action;

(iii) in respect of any provision which protects the Facility Agent's own position in its personal capacity as opposed to its role of Facility Agent for the relevant Finance Parties.

(e) If giving effect to instructions given by the Majority Lenders would in the Facility Agent's opinion have an effect equivalent to an amendment or waiver referred to in Clause 44 (*Amendments and Waivers*), the Facility Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Facility Agent) whose consent would have been required in respect of that amendment or waiver.

(f) In exercising any discretion to exercise a right, power or authority under the Finance Documents where it has not received any instructions as to the exercise of that discretion the Facility Agent shall do so having regard to the interests of all the Finance Parties.

(g) The Facility Agent may refrain from acting in accordance with any instructions of any Finance Party or group of Finance Parties until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.

(h) Without prejudice to the remainder of this Clause 30.2 (*Instructions*), in the absence of instructions, the Facility Agent shall not be obliged to take any action (or refrain from taking action) even if it considers acting or not acting to be in the best interests of the Finance Parties. The Facility Agent may act (or refrain from acting) as it considers to be in the best interest of the Finance Parties.

(i) The Facility Agent is not authorised to act on behalf of a Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (i) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security or Security Documents.

30.3 Duties of the Facility Agent

(a) The Facility Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Facility Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Facility Agent for that Party by any other Party.

(c) Without prejudice to Clause 28.6 (*Copy of Transfer Certificate or Assignment Agreement to Borrowers*), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.

(d) Except where a Finance Document specifically provides otherwise, the Facility Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Facility Agent receives notice from a Party referring to any Finance Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Facility Agent is aware of the non-payment of any principal, interest or other fee payable to a Finance Party (other than the Facility Agent, the Arranger or the Security Agent) under this Agreement, it shall promptly notify the other Finance Parties.

(g) The Facility Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

30.4 Role of the Arranger

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

30.5 No fiduciary duties

(a) Nothing in any Finance Document constitutes the Facility Agent or the Arranger as a trustee or fiduciary of any other person.

(b) Neither the Facility Agent nor the Arranger shall be bound to account to other Finance Party for any sum or the profit element of any sum received by it for its own account.

30.6 Application of receipts

Except as expressly stated to the contrary in any Finance Document, any moneys which the Facility Agent receives or recovers in its capacity as Facility Agent shall be applied by the Facility Agent in accordance with Clause 34.5 (*Application of receipts; partial payments*).

30.7 Business with the Group

The Facility Agent and the Arranger may accept deposits from, lend money to, and generally engage in any kind of banking or other business with, any member of the Group.

30.8 Rights and discretions

(a) The Facility Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders, any Finance Parties or any group of Finance Parties are duly given in accordance with the terms of the Finance Documents; and

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Facility Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Finance Parties) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 27.2 (*Non-payment*));

(ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and

(iii) any notice or request made by any Borrower (other than a Utilisation Request or a Selection Notice) is made on behalf of and with the consent and knowledge of all the Transaction Obligors.

(c) The Facility Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Facility Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Facility Agent (and so separate from any lawyers instructed by the Lenders) if the Facility Agent in its reasonable opinion deems this to be desirable.

(e) The Facility Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Facility Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(f) The Facility Agent may act in relation to the Finance Documents and the Security Property through its officers, employees and agents and shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Facility Agent's gross negligence or wilful misconduct.

(g) Unless a Finance Document expressly provides otherwise the Facility Agent may disclose to any other Party any information it reasonably believes it has received as agent under the Finance Documents.

(h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Facility Agent nor the Arranger is obliged to do or omit to do anything if it would or might, in

its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(i) Notwithstanding any provision of any Finance Document to the contrary, the Facility Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

30.9 Responsibility for documentation

Neither the Facility Agent nor the Arranger is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Facility Agent, the Security Agent, the Arranger, a Transaction Obligor or any other person in, or in connection with, any Transaction Document or the transactions contemplated in the Transaction Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Transaction Document or the Security Property; or

(c) any determination as to whether any information provided or to be provided to any Finance Party or Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

30.10 No duty to monitor

The Facility Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Transaction Obligor of its obligations under any Transaction Document; or

(c) whether any other event specified in any Transaction Document has occurred.

30.11 Exclusion of liability

(a) Without limiting paragraph (b) below (and without prejudice to paragraph (e) of Clause 34.11 (*Disruption to Payment Systems etc.*) or any other provision of any Finance Document excluding or limiting the liability of the Facility Agent), the Facility Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Transaction Document or the Security Property, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Transaction Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Transaction Document or the Security Property; or

(iii) any shortfall which arises on the enforcement or realisation of the Security Property; or

(iv) without prejudice to the generality of sub-paragraphs (i) to (iii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party other than the Facility Agent may take any proceedings against any officer, employee or agent of the Facility Agent in respect of any claim it might have against the Facility Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document or any Security Property and any officer, employee or agent of the Facility Agent may rely on this paragraph (b) subject to Clause 1.5 (*Third party rights*) and the provisions of the Third Parties Act.

(c) The Facility Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Facility Agent if the Facility Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Facility Agent for that purpose.

(d) Nothing in this Agreement shall oblige the Facility Agent or the Arranger to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Facility Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Facility Agent or the Arranger.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the Facility Agent's liability, any liability (including, without limitation, for negligence or any other category of liability whatsoever) of the Facility Agent arising under or in connection with any Transaction Document or the Security Property shall be limited to the amount of actual loss which has been

finally judicially determined to have been suffered (as determined by reference to the date of default of the Facility Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Facility Agent at any time which increase the amount of that loss. In no event shall the Facility Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Facility Agent has been advised of the possibility of such loss or damages.

30.12 Lenders' indemnity to the Facility Agent

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Facility Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Facility Agent (otherwise than by reason of the Facility Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 34.11 (*Disruption to Payment Systems etc.*) notwithstanding the Facility Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility Agent) in acting as Facility Agent under the Finance Documents (unless the Facility Agent has been reimbursed by a Transaction Obligor pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Facility Agent pursuant to paragraph (a) above.

(c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Facility Agent to a Borrower.

30.13 Resignation of the Facility Agent

(a) The Facility Agent may resign and appoint one of its Affiliates acting through an office in Greece as successor by giving notice to the other Finance Parties and the Borrowers.

(b) Alternatively, the Facility Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders may appoint a successor Facility Agent.

(c) If the Majority Lenders have not appointed a successor Facility Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Facility Agent may appoint a successor Facility Agent.

(d) If the Facility Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Facility Agent is entitled to appoint a successor Facility Agent under paragraph (c) above, the Facility Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Facility Agent to become a party to this Agreement as Facility Agent) agree with the proposed successor Facility Agent amendments to this Clause 30 (*The Facility Agent and the Arranger*) and any other term of this Agreement dealing with the rights or obligations of the Facility Agent consistent with then current market practice for the appointment and protection of corporate trustees and those amendments will bind the Parties.

(e) The retiring Facility Agent shall make available to the successor Facility Agent such documents and records and provide such assistance as the successor Facility Agent may reasonably request for the purposes of performing its functions as Facility Agent under the Finance Documents. The Borrowers shall, within three Business Days of demand, reimburse the retiring Facility Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.

(f) The Facility Agent's resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Facility Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 14.4 (*Indemnity to the Facility Agent*) and this Clause 30 (*The Facility Agent and the Arranger*) and any other provisions of a Finance Document which are expressed to limit or exclude its liability (or to indemnify it) in acting as Facility Agent. Any fees for the account of the retiring Facility Agent shall cease to accrue from (and shall be payable on) that date. Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) The Majority Lenders may, by notice to the Facility Agent, require it to resign in accordance with paragraph (b) above. In this event, the Facility Agent shall resign in accordance with paragraph (b) above but the cost referred to in paragraph (e) above shall be for the account of the Borrowers.

(i) The consent of any Borrower (or any other Transaction Obligor) is not required for an assignment or transfer of rights and/or obligations by the Facility Agent.

30.14 Confidentiality

(a) In acting as Facility Agent for the Finance Parties, the Facility Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by a division or department of the Facility Agent other than the division or department responsible for complying with the obligations assumed by it under the Finance Documents, that information may be treated as confidential to that division or department, and the Facility Agent shall not be deemed to have notice of it nor shall it be obliged to disclose such information to any Party.

(c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Facility Agent nor the Arranger is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

30.15 Relationship with the other Finance Parties

(a) Subject to Clause 28.10 (*Pro rata interest settlement*), the Facility Agent may treat the person shown in its records as Lender or Hedge Counterparty at the opening of business (in the place of the Facility Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office or, as the case may be, the Hedge Counterparty:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender or Hedge Counterparty to the contrary in accordance with the terms of this Agreement.

(b) Each Finance Party shall supply the Facility Agent with any information that the Security Agent may reasonably specify (through the Facility Agent) as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent. Each Finance Party shall deal with the Security Agent exclusively through the Facility Agent and shall not deal directly with the Security Agent and any reference to any instructions being given by or sought from any Finance Party or group of Finance Parties to or by the Security Agent in this Agreement must be given or sought through the Facility Agent.

(c) Any Lender may by notice to the Facility Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 37.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 37.2 (*Addresses*) and sub-paragraph (ii) of paragraph (a) of Clause 37.5 (*Electronic communication*) and the Facility Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

30.16 Credit appraisal by the Finance Parties

Without affecting the responsibility of any Transaction Obligor for information supplied by it or on its behalf in connection with any Transaction Document, each Finance Party confirms to the Facility Agent and the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under, or in connection with, any Transaction Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or the Security Property;

(c) whether that Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under, or in connection with, any Transaction Document, the Security Property, the transactions contemplated by the Transaction Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or the Security Property;

(d) the adequacy, accuracy or completeness of any information provided by the Facility Agent, any Party or by any other person under, or in connection with, any Transaction Document, the

transactions contemplated by any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document; and

(e) the right or title of any person in or to or the value or sufficiency of any part of the Security Assets, the priority of any of the Transaction Security or the existence of any Security affecting the Security Assets.

30.17 Deduction from amounts payable by the Facility Agent

If any Party owes an amount to the Facility Agent under the Finance Documents, the Facility Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Facility Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

30.18 Reliance and engagement letters

Each Secured Party confirms that each of the Arranger and the Facility Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Arranger or the Facility Agent) the terms of any reliance letter or engagement letters or any reports or letters provided by accountants, auditors or providers of due diligence reports in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those, reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

30.19 Full freedom to enter into transactions

Without prejudice to Clause 30.7 (*Business with the Group*) or any other provision of a Finance Document and notwithstanding any rule of law or equity to the contrary, the Facility Agent shall be absolutely entitled:

(a) to enter into and arrange banking, derivative, investment and/or other transactions of every kind with or affecting any Transaction Obligor or any person who is party to, or referred to in, a Finance Document (including, but not limited to, any interest or currency swap or other transaction, whether related to this Agreement or not, and acting as syndicate agent and/or security agent for, and/or participating in, other facilities to such Transaction Obligor or any person who is party to, or referred to in, a Finance Document);

(b) to deal in and enter into and arrange transactions relating to:

(i) any securities issued or to be issued by any Transaction Obligor or any other person; or

(ii) any options or other derivatives in connection with such securities; and

(c) to provide advice or other services to any Borrower or any person who is a party to, or referred to in, a Finance Document,

and, in particular, the Facility Agent shall be absolutely entitled, in proposing, evaluating, negotiating, entering into and arranging all such transactions and in connection with all other matters covered by paragraphs (a), (b) and (c) above, to use (subject only to insider dealing

legislation) any information or opportunity, howsoever acquired by it, to pursue its own interests exclusively, to refrain from disclosing such dealings, transactions or other matters or any information acquired in connection with them and to retain for its sole benefit all profits and benefits derived from the dealings transactions or other matters.

30.20 Amounts paid in error

(a) If the Facility Agent pays an amount to another Party and the Facility Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Facility Agent shall on demand refund the same to the Facility Agent together with interest on that amount from the date of payment to the date of receipt by the Facility Agent, calculated by the Facility Agent to reflect its cost of funds.

(b) Neither:

(i) the obligations of any Party to the Facility Agent; nor

(ii) the remedies of the Facility Agent,

(whether arising under this Clause 30.20 (*Amounts paid in error*) or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Facility Agent or any other Party).

(c) All payments to be made by a Party to the Facility Agent (whether made pursuant to this Clause 30.20 (*Amounts paid in error*) or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

(d) In this Agreement, "**Erroneous Payment**" means a payment of an amount by the Facility Agent to another Party which the Facility Agent determines (in its sole discretion) was made in error.

31 THE SECURITY AGENT

31.1 Trust

(a) The Security Agent declares that it holds the Security Property on trust for the Secured Parties on the terms contained in this Agreement and shall deal with the Security Property in accordance with this Clause 31 (*The Security Agent*) and the other provisions of the Finance Documents.

(b) Each other Finance Party authorises the Security Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under, or in connection with, the Finance Documents together with any other incidental rights, powers, authorities and discretions.

31.2 Parallel Debt (Covenant to pay the Security Agent)

(a) Each Borrower irrevocably and unconditionally undertakes to pay to the Security Agent its Parallel Debt which shall be amounts equal to, and in the currency or currencies of, its Corresponding Debt.

(b) The Parallel Debt of a Borrower:

(i) shall become due and payable at the same time as its Corresponding Debt;

(ii) is independent and separate from, and without prejudice to, its Corresponding Debt.

(c) For purposes of this Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*), the Security Agent:

(i) is the independent and separate creditor of each Parallel Debt;

(ii) acts in its own name and not as agent, representative or trustee of the Finance Parties and its claims in respect of each Parallel Debt shall not be held on trust; and

(iii) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).

(d) The Parallel Debt of a Borrower shall be:

(i) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged; and

(ii) increased to the extent that its Corresponding Debt has increased,

and the Corresponding Debt of a Borrower shall be decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged,

in each case provided that the Parallel Debt of a Borrower shall never exceed its Corresponding Debt.

(e) All amounts received or recovered by the Security Agent in connection with this Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*) to the extent permitted by applicable law, shall be applied in accordance with Clause 34.5 (*Application of receipts; partial payments*).

(f) This Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*) shall apply, with any necessary modifications, to each Finance Document.

31.3 Enforcement through Security Agent only

The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the Security Documents except through the Security Agent.

31.4 Instructions

(a) The Security Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by:

(A) all Lenders (or the Facility Agent on their behalf) if the relevant Finance Document stipulates the matter is an all Lender decision; and

(B) in all other cases, the Majority Lenders (or the Facility Agent on their behalf); and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with sub-paragraph (i) above (or if this Agreement stipulates the matter is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).

(b) The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or the Facility Agent on their behalf) (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

(d) Paragraph (a) above shall not apply:

(i) where a contrary indication appears in a Finance Document;

(ii) where a Finance Document requires the Security Agent to act in a specified manner or to take a specified action;

(iii) in respect of any provision which protects the Security Agent's own position in its personal capacity as opposed to its role of Security Agent for the relevant Secured Parties.

(iv) in respect of the exercise of the Security Agent's discretion to exercise a right, power or authority under any of:

(A) Clause 31.27 (*Application of receipts*);

(B) Clause 31.28 (*Permitted Deductions*); and

(C) Clause 31.29 (*Prospective liabilities*).

(e) If giving effect to instructions given by the Majority Lenders would in the Security Agent's opinion have an effect equivalent to an amendment or waiver referred to in Clause 44 (*Amendments and Waivers*), the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Security Agent) whose consent would have been required in respect of that amendment or waiver.

(f) In exercising any discretion to exercise a right, power or authority under the Finance Documents where either:

(i) it has not received any instructions as to the exercise of that discretion; or

(ii) the exercise of that discretion is subject to sub-paragraph (iv) of paragraph (d) above,

the Security Agent shall do so having regard to the interests of all the Secured Parties.

(g) The Security Agent may refrain from acting in accordance with any instructions of any Finance Party or group of Finance Parties until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.

(h) Without prejudice to the remainder of this Clause 31.4 (*Instructions*), in the absence of instructions, the Security Agent may (but shall not be obliged to) take such action in the exercise of its powers and duties under the Finance Documents as it considers in its discretion to be appropriate.

(i) The Security Agent is not authorised to act on behalf of a Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (i) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security or Security Documents.

31.5 Duties of the Security Agent

(a) The Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

(b) The Security Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Security Agent for that Party by any other Party.

(c) Except where a Finance Document specifically provides otherwise, the Security Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(d) If the Security Agent receives notice from a Party referring to any Finance Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(e) The Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

31.6 No fiduciary duties

(a) Nothing in any Finance Document constitutes the Security Agent as an agent, trustee or fiduciary of any Transaction Obligor.

(b) The Security Agent shall not be bound to account to any other Secured Party for any sum or the profit element of any sum received by it for its own account.

31.7 Business with the Group

The Security Agent may accept deposits from, lend money to, and generally engage in any kind of banking or other business with, any member of the Group.

31.8 Rights and discretions

(a) The Security Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders, any Finance Parties or any group of Finance Parties are duly given in accordance with the terms of the Finance Documents;

(B) unless it has received notice of revocation, that those instructions have not been revoked;

(C) if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Finance Documents for so acting have been satisfied; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of sub-paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Security Agent shall be entitled to carry out all dealings with the other Finance Parties through the Facility Agent and may give to the Facility Agent any notice or other communication required to be given by the Security Agent to any Finance Party.

(c) The Security Agent may assume (unless it has received notice to the contrary in its capacity as security agent for the Secured Parties) that:

(i) no Default has occurred;

(ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and

(iii) any notice or request made by any Borrower (other than a Utilisation Request or a Selection Notice) is made on behalf of and with the consent and knowledge of all the Transaction Obligors.

(d) The Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(e) Without prejudice to the generality of paragraph (c) above or paragraph (f) below, the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Security Agent (and so separate from any lawyers instructed by the Facility Agent or the Lenders) if the Security Agent in its reasonable opinion deems this to be desirable.

(f) The Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(g) The Security Agent may act in relation to the Finance Documents and the Security Property through its officers, employees and agents and shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Security Agent's gross negligence or wilful misconduct.

(h) Unless a Finance Document expressly provides otherwise the Security Agent may disclose to any other Party any information it reasonably believes it has received as security agent under the Finance Documents.

(i) Notwithstanding any other provision of any Finance Document to the contrary, the Security Agent is not obliged to do or omit to do anything if it would or might, in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(j) Notwithstanding any provision of any Finance Document to the contrary, the Security Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.9 Responsibility for documentation

None of the Security Agent, any Receiver or Delegate is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Facility Agent, the Security Agent, the Arranger, a Transaction Obligor or any other person in, or in connection with, any Transaction Document or the transactions contemplated

in the Transaction Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document; or

(b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Transaction Document or the Security Property; or

(c) any determination as to whether any information provided or to be provided to any Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

31.10 No duty to monitor

The Security Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Transaction Obligor of its obligations under any Transaction Document; or

(c) whether any other event specified in any Transaction Document has occurred.

31.11 Exclusion of liability

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Security Agent or any Receiver or Delegate), none of the Security Agent nor any Receiver or Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Transaction Document or the Security Property, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Transaction Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Transaction Document or the Security Property; or

(iii) any shortfall which arises on the enforcement or realisation of the Security Property; or

(iv) without prejudice to the generality of sub-paragraphs (i) to (iii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party other than the Security Agent, that Receiver or that Delegate (as applicable) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document or any Security Property and any officer, employee or agent of the Security Agent, a Receiver or a Delegate may rely on this paragraph (b) subject to Clause 1.5 (*Third party rights*) and the provisions of the Third Parties Act.

(c) The Security Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Security Agent if the Security Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Security Agent for that purpose.

(d) Nothing in this Agreement shall oblige the Security Agent to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Security Agent.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Security Agent or any Receiver or Delegate, any liability (including, without limitation, for negligence or any other category of liability whatsoever) of the Security Agent or any Receiver or Delegate arising under or in connection with any Transaction Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Security Agent, Receiver or Delegate or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Security Agent, any Receiver or Delegate at any time which increase the amount of that loss. In no event shall the Security Agent, any Receiver or Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Security Agent, the Receiver or Delegate has been advised of the possibility of such loss or damages.

31.12 Lenders' indemnity to the Security Agent

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability (including, without limitation,

for negligence or any other category of liability whatsoever) incurred by any of them (otherwise than by reason of the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct) in acting as Security Agent, Receiver or Delegate under the Finance Documents (unless the Security Agent or Receiver has been reimbursed by a Transaction Obligor pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Security Agent pursuant to paragraph (a) above.

(c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Security Agent to a Borrower.

31.13 Resignation of the Security Agent

(a) The Security Agent may resign and appoint one of its Affiliates acting through an office in Greece as successor by giving notice to the other Finance Parties and the Borrowers.

(b) Alternatively, the Security Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders may appoint a successor Security Agent.

(c) If the Majority Lenders have not appointed a successor Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Security Agent may appoint a successor Security Agent.

(d) The retiring Security Agent shall make available to the successor Security Agent such documents and records and provide such assistance as the successor Security Agent may reasonably request for the purposes of performing its functions as Security Agent under the Finance Documents. The Borrowers shall, within three Business Days of demand, reimburse the retiring Security Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.

(e) The Security Agent's resignation notice shall only take effect upon:

(i) the appointment of a successor; and

(ii) the transfer, by way of a document expressed as a deed, of all the Security Property to that successor.

(f) Upon the appointment of a successor, the retiring Security Agent shall be discharged, by way of a document executed as a deed, from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of Clause 31.24 (*Winding up of trust*) and paragraph (d) above) but shall remain entitled to the benefit of Clause 14.5 (*Indemnity to the Security Agent*) and this Clause 31 (*The Security Agent*) and any other provisions of a Finance Document which are expressed to limit or exclude its liability (or to indemnify it) in acting as Security Agent. Any fees for the account of the retiring Security Agent shall cease to accrue from (and shall be payable on) that date. Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(g) The Majority Lenders may, by notice to the Security Agent, require it to resign in accordance with paragraph (b) above. In this event, the Security Agent shall resign in accordance with paragraph (b) above but the cost referred to in paragraph (d) above shall be for the account of the Borrowers.

(h) The consent of any Borrower (or any other Transaction Obligor) is not required for an assignment or transfer of rights and/or obligations by the Security Agent.

31.14 Confidentiality

(a) In acting as Security Agent for the Finance Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by a division or department of the Security Agent other than the division or department responsible for complying with the obligations assumed by it under the Finance Documents, that information may be treated as confidential to that division or department, and the Security Agent shall not be deemed to have notice of it nor shall it be obliged to disclose such information to any Party.

(c) Notwithstanding any other provision of any Finance Document to the contrary, the Security Agent is not obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

31.15 Credit appraisal by the Finance Parties

Without affecting the responsibility of any Transaction Obligor for information supplied by it or on its behalf in connection with any Transaction Document, each Finance Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under, or in connection with, any Transaction Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or the Security Property;

(c) whether that Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under, or in connection with, any Transaction Document, the Security Property, the transactions contemplated by the Transaction Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or the Security Property;

(d) the adequacy, accuracy or completeness of any information provided by the Security Agent, any Party or by any other person under, or in connection with, any Transaction Document, the transactions contemplated by any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document; and

(e) the right or title of any person in or to or the value or sufficiency of any part of the Security Assets, the priority of any of the Transaction Security or the existence of any Security affecting the Security Assets.

31.16 Reliance and engagement letters

Each Secured Party confirms that the Security Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Security Agent) the terms of any reliance letter or engagement letters or any reports or letters provided by accountants, auditors or providers of due diligence reports in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those, reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

31.17 No responsibility to perfect Transaction Security

The Security Agent shall not be liable for any failure to:

(a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Transaction Obligor to any of the Security Assets;

(b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;

(c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;

(d) take, or to require any Transaction Obligor to take, any step to perfect its title to any of the Security Assets or to render the Transaction Security effective or to secure the creation of any ancillary Security under any law or regulation; or

(e) require any further assurance in relation to any Finance Document.

31.18 Insurance by Security Agent

(a) The Security Agent shall not be obliged:

(i) to insure any of the Security Assets;

(ii) to require any other person to maintain any insurance; or

(iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

(iv) and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

(b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other

information of any kind, unless the Majority Lenders request it to do so in writing and the Security Agent fails to do so within 14 days after receipt of that request.

31.19 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

31.20 Delegation by the Security Agent

(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 right, power, authority or discretion vested in it in its capacity as such.

(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.

(c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any such delegate or sub delegate.

31.21 Additional Security Agents

(a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:

(i) if it considers that appointment to be in the interests of the Secured Parties; or

(ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or

(iii) for obtaining or enforcing any judgment in any jurisdiction,

and the Security Agent shall give prior notice to the Borrowers and the Finance Parties of that appointment.

(b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.

(c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.

31.22 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Transaction Obligor may have to any of the Security Assets and shall not be liable for or bound to require any Transaction Obligor to remedy any defect in its right or title.

31.23 Releases

Upon a disposal of any of the Security Assets pursuant to the enforcement of the Transaction Security by a Receiver, a Delegate or the Security Agent, the Security Agent is irrevocably authorised (at the cost of the Borrowers and without any consent, sanction, authority or further confirmation from any other Secured Party) to release, without recourse or warranty, that property from the Transaction Security and to execute any release of the Transaction Security or other claim over that asset and to issue any certificates of non-crystallisation of floating charges that may be required or desirable.

31.24 Winding up of trust

If the Security Agent, with the approval of the Facility Agent determines that:

(a) all of the Secured Liabilities and all other obligations secured by the Security Documents have been fully and finally discharged; and

(b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Transaction Obligor pursuant to the Finance Documents,

then

(i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under each of the Security Documents; and

(ii) any Security Agent which has resigned pursuant to Clause 31.13 (*Resignation of the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

31.25 Powers supplemental to Trustee Acts

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

31.26 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement and the other Finance Documents. Where there are any inconsistencies between (i) the Trustee Acts 1925 and 2000 and (ii) the provisions of this Agreement and any other Finance Document, the provisions of this Agreement and any other Finance Document shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement and

any other Finance Document shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.

31.27 Application of receipts

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document, under Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*) or in connection with the realisation or enforcement of all or any part of the Security Property (for the purposes of this Clause 31 (*The Security Agent*), the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the remaining provisions of this Clause 31 (*The Security Agent*)), in the following order of priority:

(a) in discharging any sums owing to the Security Agent (in its capacity as such) (other than pursuant to Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*)) or any Receiver or Delegate;

(b) in payment or distribution to the Facility Agent, on its behalf and on behalf of the other Secured Parties, for application towards the discharge of all sums due and payable by any Transaction Obligor under any of the Finance Documents in accordance with Clause 34.5 (*Application of receipts; partial payments*);

(c) if none of the Transaction Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Transaction Obligor; and

(d) the balance, if any, in payment or distribution to the relevant Transaction Obligor.

31.28 Permitted Deductions

The Security Agent may, in its discretion:

(a) set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement; and

(b) pay all Taxes which may be assessed against it in respect of any of the Security Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

31.29 Prospective liabilities

Following enforcement of any of the Transaction Security, the Security Agent may, in its discretion, or at the request of the Facility Agent, hold any Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later payment to the Facility Agent for application in accordance with Clause 31.27 (*Application of receipts*) in respect of:

(a) any sum to the Security Agent, any Receiver or any Delegate; and

(b) any part of the Secured Liabilities,

that the Security Agent or, in the case of paragraph (b) only, the Facility Agent, reasonably considers, in each case, might become due or owing at any time in the future.

31.30 Investment of proceeds

Prior to the payment of the proceeds of the Recoveries to the Facility Agent for application in accordance with Clause 31.27 (*Application of receipts*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the payment from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of Clause 31.27 (*Application of receipts*).

31.31 Currency conversion

(a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to another, at a market rate of exchange.

(b) The obligations of any Transaction Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

31.32 Good discharge

(a) Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Facility Agent on behalf of the Secured Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.

(b) The Security Agent is under no obligation to make the payments to the Facility Agent under paragraph (a) above in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

31.33 Amounts received by Borrowers

If any of the Borrowers receives or recovers any amount which, under the terms of any of the Finance Documents, should have been paid to the Security Agent, that Borrower will hold the amount received or recovered on trust for the Security Agent and promptly pay that amount to the Security Agent for application in accordance with the terms of this Agreement.

31.34 Application and consideration

In consideration for the covenants given to the Security Agent by each Borrower in relation to Clause 31.2 (*Parallel Debt (Covenant to pay the Security Agent)*), the Security Agent agrees with each Borrower to apply all moneys from time to time paid by such Borrower to the Security Agent in accordance with the foregoing provisions of this Clause 31 (*The Security Agent*).

31.35 Full freedom to enter into transactions

Without prejudice to Clause 31.7 (*Business with the Group*) or any other provision of a Finance Document and notwithstanding any rule of law or equity to the contrary, the Security Agent shall be absolutely entitled:

(a) to enter into and arrange banking, derivative, investment and/or other transactions of every kind with or affecting any Transaction Obligor or any person who is party to, or referred to in, a Finance Document (including, but not limited to, any interest or currency swap or other transaction, whether related to this Agreement or not, and acting as syndicate agent and/or security agent for, and/or participating in, other facilities to such Transaction Obligor or any person who is party to, or referred to in, a Finance Document);

(b) to deal in and enter into and arrange transactions relating to:

(i) any securities issued or to be issued by any Transaction Obligor or any other person; or

(ii) any options or other derivatives in connection with such securities; and

(c) to provide advice or other services to the Borrowers or any person who is a party to, or referred to in, a Finance Document,

and, in particular, the Security Agent shall be absolutely entitled, in proposing, evaluating, negotiating, entering into and arranging all such transactions and in connection with all other matters covered by paragraphs (a), (b) and (c) above, to use (subject only to insider dealing legislation) any information or opportunity, howsoever acquired by it, to pursue its own interests exclusively, to refrain from disclosing such dealings, transactions or other matters or any information acquired in connection with them and to retain for its sole benefit all profits and benefits derived from the dealings transactions or other matters.

32 CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

33 SHARING AMONG THE FINANCE PARTIES

33.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from a Transaction Obligor other than in accordance with Clause 34 (*Payment Mechanics*) (a

"**Recovered Amount**") and applies that amount to a payment due to it under the Finance Documents then:

(a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Facility Agent;

(b) the Facility Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Facility Agent and distributed in accordance with Clause 34 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Facility Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three Business Days of demand by the Facility Agent, pay to the Facility Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Facility Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 34.5 (*Application of receipts; partial payments*).

33.2 Redistribution of payments

The Facility Agent shall treat the Sharing Payment as if it had been paid by the relevant Transaction Obligor and distribute it among the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 34.5 (*Application of receipts; partial payments*) towards the obligations of that Transaction Obligor to the Sharing Finance Parties.

33.3 Recovering Finance Party's rights

On a distribution by the Facility Agent under Clause 33.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from a Transaction Obligor, as between the relevant Transaction Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Transaction Obligor.

33.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Facility Agent, pay to the Facility Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the relevant Transaction Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Transaction Obligor.

33.5 Exceptions

(a) This Clause 33 (*Sharing among the Finance Parties*) shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Transaction Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified that other Finance Party of the legal or arbitration proceedings; and

(ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

SECTION 11

ADMINISTRATION

34 PAYMENT MECHANICS

34.1 Payments to the Facility Agent

(a) On each date on which a Transaction Obligor or a Lender is required to make a payment under a Finance Document, that Transaction Obligor or Lender shall make an amount equal to such payment available to the Facility Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Facility Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or Piraeus, as specified by the Facility Agent) and with such bank as the Facility Agent, in each case, specifies.

34.2 Distributions by the Facility Agent

Each payment received by the Facility Agent under the Finance Documents for another Party shall, subject to Clause 34.3 (*Distributions to a Transaction Obligor*) and Clause 34.4 (*Clawback and pre-funding*) be made available by the Facility Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Facility Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or Piraeus), as specified by that Party or, in the case of an Advance, to such account of such person as may be specified by the Borrowers in a Utilisation Request.

34.3 Distributions to a Transaction Obligor

The Facility Agent may (with the consent of the Transaction Obligor or in accordance with Clause 35 (*Set-Off*)) apply any amount received by it for that Transaction Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Transaction Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

34.4 Clawback and pre-funding

(a) Where a sum is to be paid to the Facility Agent under the Finance Documents for another Party, the Facility Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) Unless paragraph (c) below applies, if the Facility Agent pays an amount to another Party and it proves to be the case that the Facility Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Facility Agent shall on demand refund the same to the Facility Agent together with interest

on that amount from the date of payment to the date of receipt by the Facility Agent, calculated by the Facility Agent to reflect its cost of funds.

(c) If the Facility Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrowers before receiving funds from the Lenders then if and to the extent that the Facility Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrowers:

(i) the Facility Agent shall notify the Borrowers of that Lender's identity and the Borrowers shall on demand refund it to the Facility Agent; and

(ii) the Lender by whom those funds should have been made available or, if the Lender fails to do so, the Borrowers shall on demand pay to the Facility Agent the amount (as certified by the Facility Agent) which will indemnify the Facility Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

34.5 Application of receipts; partial payments

(a) If the Facility Agent receives a payment that is insufficient to discharge all the amounts then due and payable by a Transaction Obligor under the Finance Documents, the Facility Agent shall apply that payment towards the obligations of that Transaction Obligor under the Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any unpaid fees, costs and expenses of, and any other amounts owing to, the Facility Agent, the Security Agent, any Receiver or any Delegate under the Finance Documents;

(ii) **secondly**, in or towards payment *pro rata* of:

(A) any accrued interest and fees due but unpaid to the Lenders under this Agreement; and

(B) any periodical payments (not being payments as a result of termination or closing out) due but unpaid to the Hedge Counterparties under the Hedging Agreements;

(iii) **thirdly**, in or towards payment *pro rata* of:

(A) any principal due but unpaid to the Lenders under this Agreement; and

(B) any payments as a result of termination or closing out due but unpaid to the Hedge Counterparties under the Hedging Agreements; and

(iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Facility Agent shall, if so directed by the Majority Lenders and the Hedge Counterparties, vary, or instruct the Security Agent to vary (as applicable), the order set out in sub-paragraphs (ii) to (iv) of paragraph (a) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by a Transaction Obligor.

34.6 No set-off by Transaction Obligors

(a) All payments to be made by a Transaction Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

(b) Paragraph (a) above shall not affect the operation of any payment or close-out netting in respect of any amounts owing under any Hedging Agreement.

34.7 Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

34.8 Currency of account

(a) Subject to paragraphs (b) and (c) below, dollars is the currency of account and payment for any sum due from a Transaction Obligor under any Finance Document.

(b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(c) Any amount expressed to be payable in a currency other than dollars shall be paid in that other currency.

34.9 Change of currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Facility Agent (after consultation with the Borrowers); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Facility Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Facility Agent (acting reasonably and after consultation with the Borrowers) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

34.10 Currency Conversion

(a) For the purpose of, or pending any payment to be made by any Servicing Party under any Finance Document, such Servicing Party may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.

(b) The obligations of any Transaction Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

34.11 Disruption to Payment Systems etc.

If either the Facility Agent determines (in its discretion) that a Disruption Event has occurred or the Facility Agent is notified by a Borrower that a Disruption Event has occurred:

(a) the Facility Agent may, and shall if requested to do so by a Borrower, consult with the Borrowers with a view to agreeing with the Borrowers such changes to the operation or administration of the Facility as the Facility Agent may deem necessary in the circumstances;

(b) the Facility Agent shall not be obliged to consult with the Borrowers in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Facility Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Facility Agent and the Borrowers shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties and any Transaction Obligors as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 44 (*Amendments and Waivers*);

(e) the Facility Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Facility Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 34.11 (*Disruption to Payment Systems etc.*); and

(f) the Facility Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

35 SET-OFF

A Finance Party may set off any matured obligation due from a Transaction Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Transaction Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

36 BAIL-IN

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the parties to a Finance Document, each Party acknowledges and accepts that any liability of any party to a Finance Document under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

37 NOTICES

37.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

37.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents are:

(a) in the case of the Borrowers, that specified in Schedule 1 (*The Parties*);

(b) in the case of each Lender, each Hedge Counterparty or any other Borrower, that specified in Schedule 1 (*The Parties*) or, if it becomes a Party after the date of this Agreement, that notified in writing to the Facility Agent on or before the date on which it becomes a Party;

(c) in the case of the Arranger, that specified in Schedule 1 (*The Parties*);

(d) in the case of the Facility Agent, that specified in Schedule 1 (*The Parties*); and

(e) in the case of the Security Agent, that specified in Schedule 1 (*The Parties*),

or any substitute address, fax number or department or officer as the Party may notify to the Facility Agent (or the Facility Agent may notify to the other Parties, if a change is made by the Facility Agent) by not less than five Business Days' notice.

37.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 37.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to a Servicing Party will be effective only when actually received by that Servicing Party and then only if it is expressly marked for the attention of the department or officer of that Servicing Party specified in Schedule 1 (*The Parties*) (or any substitute department or officer as that Servicing Party shall specify for this purpose).

(c) All notices from or to a Transaction Obligor shall be sent through the Facility Agent unless otherwise specified in any Finance Document.

(d) Any communication or document made or delivered to the Borrowers in accordance with this Clause will be deemed to have been made or delivered to each of the Transaction Obligors.

(e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

37.4 Notification of address and fax number

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 37.2 (*Addresses*) or changing its own address or fax number, the Facility Agent shall notify the other Parties.

37.5 Electronic communication

(a) Any communication to be made or document to be delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between a Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.

(c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made

or delivered by a Party to the Facility Agent or the Security Agent only if it is addressed in such a manner as the Facility Agent or the Security Agent shall specify for this purpose.

(d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 37.5 (*Electronic communication*).

37.6 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Facility Agent, accompanied by a certified English translation prepared by a translator approved by the Facility Agent and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

37.7 Hedging Agreement

Notwithstanding anything in Clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this Clause do not include any Hedging Agreement entered into by a Borrower with a Hedge Counterparty in connection with the Facility.

38 CALCULATIONS AND CERTIFICATES

38.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

38.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

38.3 Day count convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and

(ii) subject to paragraph (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by a Borrower under a Finance Document shall be rounded to 2 decimal places.

39 PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

40 REMEDIES AND WAIVERS

(a) No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of a Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

(b) No variation or amendment of a Finance Document shall be valid unless in writing and signed by or on behalf of all the relevant Finance Parties in accordance with the provisions of Clause 44 (*Amendments and Waivers*).

41 ENTIRE AGREEMENT

(a) This Agreement, in conjunction with the other Finance Documents, constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

(b) Each Borrower acknowledges that it has not entered into this Agreement or any other Finance Document in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or in any other Finance Document.

42 SETTLEMENT OR DISCHARGE CONDITIONAL

Any settlement or discharge under any Finance Document between any Finance Party and any Transaction Obligor shall be conditional upon no security or payment to any Finance Party by any Transaction Obligor or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

43 IRREVOCABLE PAYMENT

If the Facility Agent considers that an amount paid or discharged by, or on behalf of, a Transaction Obligor or by any other person in purported payment or discharge of an obligation of that Transaction Obligor to a Secured Party under the Finance Documents is capable of being avoided or otherwise set aside on the liquidation or administration of that Transaction Obligor or otherwise, then that amount shall not be considered to have been unconditionally and irrevocably paid or discharged for the purposes of the Finance Documents.

44 AMENDMENTS AND WAIVERS

44.1 Required consents

(a) Subject to Clause 44.2 (*All Lender matters*) and Clause 44.3 (*Other exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and, in the case of an amendment, the Borrowers and any such amendment or waiver will be binding on all Parties.

(b) The Facility Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 44 (*Amendments and Waivers*).

(c) Without prejudice to the generality of Clause 30.8 (*Rights and discretions*), the Facility Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.

(d) Paragraph (c) of Clause 28.10 (*Pro rata interest settlement*) shall apply to this Clause 44 (*Amendments and Waivers*).

44.2 All Lender matters

Subject to Clause 44.4 (*Changes to reference rates*), an amendment of or waiver or consent in relation to any term of any Finance Document that has the effect of changing or which relates to:

(a) the definition of "Majority Lenders" in Clause 1.1 (*Definitions*);

(b) a postponement to or extension of the date of payment of any amount under the Finance Documents;

(c) a reduction in the relevant Margin or the amount of any payment of principal, interest, fees or commission payable;

(d) a change in currency of payment of any amount under the Finance Documents;

(e) an increase in any Commitment or the Total Commitments, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments rateably under the Facility;

(f) a change to any Transaction Obligor other than in accordance with Clause 29 (*Changes to the Transaction Obligors*);

(g) any provision which expressly requires the consent of all the Lenders;

(h) this Clause 44 (*Amendments and Waivers*);

(i) any change to the preamble (Background), Clause 2 (*The Facility*), Clause 3 (*Purpose*), Clause 5 (*Utilisation*), Clause 6.2 (*Effect of cancellation and prepayment on scheduled repayments*), Clause 7.5 (*Mandatory prepayment on sale, seizure or Total Loss*) or Clause 7.6 (*Mandatory prepayment of Hedging Prepayment Proceeds*), Clause 7.4 (*Mandatory prepayment on default under Shipbuilding Contract*), Clause 8 (*Interest*), Clause 24.10 (*Compliance with laws etc.*), Clause 24.12 (*Sanctions and Ship trading*), Clause 24.13 (*Russian oil price cap*), Clause 26 (*Accounts and application of Earnings and Hedge Receipts*), Clause 28 (*Changes to the Lenders*

and the Hedge Counterparties), Clause 33 (*Sharing among the Finance Parties*), Clause 48 (*Governing Law*) or Clause 49 (*Enforcement*);

(j) (other than as expressly permitted by the provisions of any Finance Document), the nature or scope of:

(i) the guarantees and indemnities granted under clause 2.1 (*guarantee and indemnity*) of the Guarantee or Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) or any other guarantee and indemnity forming part of the Finance Documents;

(ii) the joint and several liability of the Borrowers under Clause 18 (*Joint and Several Liability of the Borrowers*);

(iii) the Security Assets; or

(iv) the manner in which the proceeds of enforcement of the Transaction Security are distributed,

(except in the case of sub-paragraphs (iii) and (iv) above, insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document);

(k) the release or any material variation of the guarantees and indemnities granted under clause 2.1 (*guarantee and indemnity*) of the Guarantee or Clause 17 (*Guarantee and Indemnity – Hedge Guarantors*) , the joint and several liability of the Borrowers under Clause 18 (*Joint and Several Liability of the Borrowers*) or of any Transaction Security or any guarantee, indemnity or subordination arrangement set out in a Finance Document unless permitted under this Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document,

shall not be made, or given, without the prior consent of all the Lenders.

44.3 Other exceptions

(a) An amendment or waiver which relates to the rights or obligations of a Servicing Party or the Arranger (each in their capacity as such) may not be effected without the consent of that Servicing Party or the Arranger, as the case may be.

(b) An amendment or waiver which relates to and would adversely affect the rights or obligations of a Hedge Counterparty (in its capacity as such) may not be effected without the consent of that Hedge Counterparty.

(c) The Borrowers and the Facility Agent, the Arranger or the Security Agent, as applicable, may amend or waive a term of a Fee Letter to which they are party.

(d) The relevant Hedge Counterparty and the relevant Borrower may amend, supplement or waive the terms of any Hedging Agreement if permitted by paragraph (g) of Clause 8.7 (*Hedging*).

44.4 Changes to reference rates

(a) Subject to Clause 44.3 (*Other exceptions*), if a Published Rate RFR Replacement Event has occurred in relation to a Published Rate, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in place of that Published Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders) and the Borrowers.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the RFR on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders) and the Borrowers.

(c) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) or (b) above within five Business Days (or such longer time period in relation to any request which the Borrowers and the Facility Agent may agree) of that request being made:

(i) its Commitment or its participation in the Loan (as the case may be) shall not be included for the purpose of calculating the Total Commitments or the amount of the

Loan (as applicable) when ascertaining whether any relevant percentage of Total Commitments or the aggregate of participations in the Loan (as applicable) has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this Clause 44.4 (*Changes to reference rates*):

"**Published Rate**" means:

(a) the RFR; or

(b) Term SOFR for any Quoted Tenor.

"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders, and the Borrowers materially changed;

(b)

(i)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease, to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or

(iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or

(c) in the opinion of the Majority Lenders and the Borrowers, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**Quoted Tenor**" means any period for which Term SOFR is customarily displayed on the relevant page or screen of an information service.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for the RFR by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under sub-paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Borrowers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor or alternative to a Published Rate; or

(c) in the opinion of the Majority Lenders and the Borrowers, an appropriate successor or alternative to a Published Rate.

44.5 Borrower Intent

Without prejudice to the generality of Clauses 1.2 (*Construction*) and 18.2 (*Waiver of defences*), each Borrower expressly confirms that it intends that any guarantee contained in this Agreement or any other Finance Document and any Security created by any Finance Document shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

45 CONFIDENTIAL INFORMATION

45.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 45.2 (*Disclosure of Confidential Information*) and Clause 45.4 (*Disclosure to numbering service providers*) and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

45.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, insurers, reinsurers, insurance advisors, insurance brokers, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Facility Agent or Security Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Transaction Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom sub-paragraph (i) or (ii) of paragraph (b) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of Clause 30.15 (*Relationship with the other Finance Parties*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in sub-paragraph (i) or (ii) of paragraph (b) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitrations, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 28.7 (*Security over Lenders' rights*);

(viii) who is a Party, a member of the Group or any related entity of a Transaction Obligor;

(ix) as a result of the registration of any Finance Document as contemplated by any Finance Document or any legal opinion obtained in connection with any Finance Document; or

(x) with the consent of the Guarantor;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to sub-paragraphs (i), (ii) and (iii) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-paragraph (iv) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-paragraphs (v), (vi) and (vii) of paragraph (b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom sub-paragraph (i) or (ii) of paragraph (b) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered in to a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/ Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrowers and the relevant Finance Party;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Transaction Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

45.3 DAC6

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

45.4 Disclosure to numbering service providers

(a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Transaction Obligors the following information:

(i) names of Transaction Obligors;

(ii) country of domicile of Transaction Obligors;

(iii) place of incorporation of Transaction Obligors;

(iv) date of this Agreement;

(v) Clause 48 (*Governing Law*);

(vi) the names of the Facility Agent and the Arranger;

(vii) date of each amendment and restatement of this Agreement;

(viii) amount of Total Commitments;

(ix) currency of the Facility;

(x) type of Facility;

(xi) ranking of Facility;

(xii) Termination Date;

(xiii) changes to any of the information previously supplied pursuant to sub-paragraphs (i) to (xii) above; and

(xiv) such other information agreed between such Finance Party and the Borrowers,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Transaction Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) Each Borrower represents, on behalf of itself and the other Transaction Obligors, that none of the information set out in sub-paragraphs (i) to (xiv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.

(d) The Facility Agent shall notify the Guarantor and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Facility Agent in respect of this Agreement, the Facility and/or one or more Transaction Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Transaction Obligors by such numbering service provider.

45.5 Entire agreement

This Clause 45 (*Confidential Information*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

45.6 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

45.7 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrowers:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraph (v) of paragraph (b) of Clause 45.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function;

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 45 (*Confidential Information*); and

(c) in respect of any publicity regarding the Facility or any of the terms thereof which shall be agreed in advance by the Guarantor and the Facility Agent unless otherwise required in connection with the Guarantor's reporting obligations under or in connection with the rules and regulations of the US Securities and Exchange Commission, the Oslo Stock Exchange (*Oslo Børs*) and any stock exchange applicable to the Guarantor.

45.8 Continuing obligations

The obligations in this Clause 45 (*Confidential Information*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

(a) the date on which all amounts payable by the Borrowers under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

46 CONFIDENTIALITY OF FUNDING RATES

46.1 Confidentiality and disclosure

(a) The Facility Agent and each Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.

(b) The Facility Agent may disclose:

(i) any Funding Rate to the Borrowers pursuant to Clause 8.5 (*Notifications of rates of interest*); and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Facility Agent and the relevant Lender.

(c) The Facility Agent and each Borrower may disclose any Funding Rate to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives, if any person to whom that Funding Rate is to be given pursuant to this sub-paragraph (i) is informed in writing of its confidential nature and that it may be price sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the relevant Borrower, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the relevant Borrower, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

46.2 Related obligations

(a) The Facility Agent and each Borrower acknowledge that each Funding Rate is or may be price sensitive information and that its use may be regulated or prohibited by applicable legislation

including securities law relating to insider dealing and market abuse and the Facility Agent and each Borrower undertake not to use any Funding Rate for any unlawful purpose.

(b) The Facility Agent and each Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to sub-paragraph (ii) of paragraph (c) of Clause 46.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 46 (*Confidentiality of Funding Rates*).

46.3 No Event of Default

No Event of Default will occur under Clause 27.4 (*Other obligations*) by reason only of a Borrower's failure to comply with this Clause 46 (*Confidentiality of Funding Rates*).

47 COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

SECTION 12

GOVERNING LAW AND ENFORCEMENT

48 GOVERNING LAW

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

49 ENFORCEMENT

49.1 Jurisdiction

(a) Unless specifically provided in another Finance Document in relation to that Finance Document, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with any Finance Document (including a dispute regarding the existence, validity or termination of any Finance Document or any non-contractual obligation arising out of or in connection with any Finance Document) (a "**Dispute**").

(b) The Borrowers accept that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Borrower will argue to the contrary.

(c) This Clause 49.1 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

49.2 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, each Borrower (other than a Borrower incorporated in England and Wales):

(i) irrevocably appoints Hill Dickinson Services (London) Limited at its current address at The Broadgate Tower, 20 Primrose Street, London EC2A 2EW, England, as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(ii) agrees that failure by a process agent to notify the relevant Borrower of the process will not invalidate the proceedings concerned.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrowers (on behalf of all the Transaction Obligors) must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Facility Agent. Failing this, the Facility Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

EXECUTION PAGES

BORROWERS

SIGNED)
by) /s/ Angeliki Kaperoni
as attorney-in-fact) Angeliki Kaperoni
for and on behalf of)
SANTORINI SHIPPING CORPORATION)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

SIGNED)
by) /s/ Angeliki Kaperoni
as attorney-in-fact) Angeliki Kaperoni
for and on behalf of)
THIRASIA SHIPPING CORPORATION)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

HEDGE GUARANTORS

SIGNED) /s/ Angeliki Kaperoni
by) Angeliki Kaperoni
as attorney-in-fact)
for and on behalf of)
SANTORINI SHIPPING CORPORATION)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

SIGNED)
by) /s/ Angeliki Kaperoni
as attorney-in-fact) Angeliki Kaperoni
for and on behalf of)
THIRASIA SHIPPING CORPORATION)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

ORIGINAL LENDERS

SIGNED in the City of Piraeus, Greece)
by)
)
) /s/ E.D. Makri
) E.D. Makri
and by) /s/ N.D. Kagkarakis
duly authorised) N.D. Kagkarakis
for and on behalf of)
ALPHA BANK S.A.
in the presence of:

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

ARRANGER

SIGNED)
by)
and by) /s/ E.D. Makri
) E.D. Makri
duly authorised) /s/ N.D. Kagkarakis
for and on behalf of) N.D. Kagkarakis
ALPHA BANK S.A.)
in the presence of:

Witness' signature:) s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

FACILITY AGENT

SIGNED)
by) /s/ E.D. Makri
and by) E.D. Makri
duly authorised) /s/ N.D. Kagkarakis
for and on behalf of) N.D. Kagkarakis
ALPHA BANK S.A.)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou

Witness' name:) Maria Foteinoglou

Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

SECURITY AGENT

SIGNED in the City of Piraeus, Greece)
by) E.D. Makri
and by) /s/ E.D. Makri
duly authorised) /s/ N.D. Kagkarakis
for and on behalf of) N.D. Kagkarakis
ALPHA BANK S.A.)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

ORIGINAL HEDGE COUNTERPARTY

SIGNED) /s/ E.D. Makri
) E.D. Makri
by) /s/ N.D. Kagkarakis
and by) N.D. Kagkarakis
duly authorised)
for and on behalf of)
ALPHA BANK S.A.)
in the presence of:)

Witness' signature:) /s/ Maria Foteinoglou
Witness' name:) Maria Foteinoglou
Witness' address:) Watson Farley & Williams Greece
348 Syngrou Avenue
Kallithea 176 74
Athens- Greece

BARECON 2001

BIMCO STANDARD FORM

STANDARD BAREBOAT CHARTER

PART 1

1. Shipbroker **N/A**	2. Place and date 10 September 2026
3. Owners/Place of business (Cl. 1) **Sea 201 Leasing Co. Limited** **27/F, Three Exchange Square, 8 Connaught Place, Central, Hong Kong**	4. Bareboat Charterers/Place of business (Cl. 1) **Levitha Shipping Corporation** **Trust company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH96960, Marshall Islands**
5. Vessel's name, call sign and flag (Cl. 1 and 3) **Hull No. CHB3017** **(to be named m.t. "Nave Magnolia")~~TBC~~ TBC**	
6. Type of Vessel **Product and crude oil tanker**	7. GT/NT **As per the Shipbuilding Contract**
8 When/Where built **Expected 2027** **Jiangyin Xiagang Changjiang Shipbreaking Co., Ltd. and Zhoushan Changhong International Shipyard Co., Ltd. Zhoushan, China**	9. Total DWT (abt.) in metric tons on summer freeboard **As per the Shipbuilding Contract**
10. Classification Society (Cl. 3) **Lloyd's Register or other Classification Society**	11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **IMO No.: TBC** **Length: As per the Shipbuilding Contract** **Breadth: As per the Shipbuilding Contract** **Depth: As per the Shipbuilding Contract**	

13. Port or Place of delivery (Cl. 3) **The place of delivery specified under Clause ~~27~~29 of the MOA**	14. Time for delivery (Cl. 4) **See Clause 34 (Delivery of Vessel)**	15. Cancelling date (Cl. 5) **See Clause 33 (Cancellation)**
16. Port or Place of redelivery (Cl. 15) **See Clause 40 (Termination, Redelivery and Total Loss)**		17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Clause 40 (Termination, Redelivery and Total Loss)**
18. Running days' notice if other than stated in Cl. 4 **N/A**		19. Frequency of dry-docking (Cl. 10(g)) **In accordance with Classification Society or Flag State requirements**
20. Trading limits (Cl. 6) **Worldwide within Institute Warranty Limits**		
21. Charter period (Cl. 2) **See Clause 32 (Charter Period)**		22. Charter hire (Cl. 11) **See Clause 36 (Charterhire)**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Clause 36.10 - neither Clause 11(f) nor Part IV applies**		25. Currency and method of payment (Cl. 11) **Dollars/bank transfer**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Clause 36 (Charterhire)**		27. Corporate ~~Bank~~ guarantee~~/bond~~ (sum and place) (Cl. 24) (optional) **See Clause 24 (Corporate Guarantee)**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **See Clause 35 (Quiet Enjoyment)**		29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **See Clause 38 (Insurance) - CLAUSE 14 (Insurance, Repairs and Classification) DOES NOT APPLY**
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Clause 38 (Insurance)**		31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Clause 38 (Insurance)**

32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**

34. Grace period (state number of clear Business ~~banking~~ ~~d~~Days) (Cl. 28) **See Clause 44 (Termination Event)**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **(a) English law/London arbitration See Clause 30(a)**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **No, Part III does not apply**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) (a) **N/A** (b) **N/A** (c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No, Part IV does not apply**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No, Part V does not apply**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **Clause 32 (Charter Period) to Clause 59 (Definitions)**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

Signature (Owners) /s/ Chu Cheuk Nam Chu Cheuk Nam Attorney-in-fact	Signature (Charterers) /s/ Angeliki Kaperoni Angeliki Kaperoni

PART II

1. Definitions See also Clause 59 (Definitions)

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

~~"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.~~

~~"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2. Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ~~("The Charter Period")~~. See also Clause 32 (Charter Period) and Clause 36 (Charterhire).

3. Delivery

(not applicable when Part III applies, as indicated in Box 37)

~~(a) The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter.~~

The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 ~~in such ready safe berth as the Charterers may direct~~.

(b) The Vessel is~~shall be~~ properly documented on delivery in accordance with the laws of the Fflag state indicated in Box 5 and the requirements of the Cclassification Ssociety stated in Box 10. ~~The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

(c) The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel. ~~but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Clauses 32 (Charter Period) and 34 (Delivery of Vessel)

~~(not applicable when Part III applies, as indicated in Box 37)~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Clause 33 (Cancellation)

~~(not applicable when Part III applies, as indicated in Box 37)~~

~~(a) Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the~~

~~option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~(b) If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~(c) Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions **See also Clauses 46.1(o) and 46.1(p)**

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on ~~Delivery and~~ Redelivery

~~(not applicable when Part III applies, as indicated in Box 37)~~

The Owners ~~and Charterers~~ shall ~~each~~ appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery pursuant to Clause 40.3 (with the relevant costs paid by the Charterers). ~~hereunder. The Owners shall bear all expenses of the On-hire Survey including loss of time, if any, and the Charterers shall bear all expenses of the Off-hire Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection

The Owners shall have the right either (i) once every calendar year provided no Potential Termination Event or Termination Event which is continuing has occurred (after giving reasonable notice to the Charterers and provided that the Owners do not unduly interfere with or cause delay to the commercial operation of the Vessel) or (ii) at any time following the occurrence of a Potential Termination Event or Termination Event and for as long as it is continuing (~~at any time~~ after giving ~~reasonable~~ notice to the Charterers), to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:

(a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and

maintained. The costs and fees for such inspection or survey shall be paid by the Charterers, subject to the above conditions asa may be applicable from lines 73 to 74~~Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided~~;

(b) in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers subject to the above conditions as may be applicable from lines 73 to 74; and

(c) for any other commercial reason they consider necessary ~~(provided it does not unduly interfere with the commercial operation of the Vessel)~~. The costs and fees for such inspection and survey shall be paid by the Charterers, provided that the costs and fees for the inspection or survey shall be paid by the Owners if such inspection and survey is requested by the Owners and is not in accordance with lines 73 to 74 ~~Owners~~.

All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.
The Charterers shall provide such necessary assistance, to the Owners, their representatives or agents in respect of any inspection hereunder. Provided that, where there is no Potential Termination Event or Termination Event which is continuing has occurred, any request for assistance made by the Owners shall be reasonable.

9. Inventories, Oil and Stores See Clause 34.7

~~A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all~~ consumable stores on board the Vessel shall be made by the Charterers in conjunction with the Owners on ~~delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the~~ inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a) (i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, ~~except as provided for in Clause 14(l),~~ if applicable, at their own expense they shall at all times keep the Vessel's classification ~~Class~~ fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation ,the Charterers shall ensure that the same are complied with and the time and costs of compliance shall be for the Charterers' account.~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between~~ the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the

~~Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag state fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall, upon request by the Owners, comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

(c) The Charterers shall, upon request by the Owners, keep the Owners ~~and the mortgagee(s)~~ advised of the intended employment (other than in respect of Short Term Time Subcharter), planned dry-docking (other than the periodical dry-docking referred to under paragraph (g) below) and major repairs ~~of the Vessel~~, as reasonably required.

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag (with all fees, costs and expenses arising in relation thereto for the Charterers' account). The Charterers shall also have the liberty, without the consent of the Owners~~with the Owners' consent, which shall not be unreasonably withheld~~, to change the flag of the Vessel to that of another Flag State (with all fees, costs and expenses arising in relation thereto for the Charterers' account) and/or with the Owners' consent, which shall not be unreasonably withheld, the name of the Vessel (with all fees, costs and expenses arising in relation thereto for the Charterers' account) during the Charter Period. Any painting~~Painting~~ and re-painting, instalment and re-instalment, registration (including maintenance and renewal thereof) and re-registration~~, if required by the Owners,~~ shall be at the Charterers' expense and time. If the Flag State requires the Owners to establish a physical presence or office in the jurisdiction of such Flag State, all fees, costs and expenses payable by the Owners to establish and maintain such physical presence or office shall be for the account of the Charterers.

(e) Changes to the Vessel – Subject to Clause 10(a)(ii) and Clause 10(b), the Charterers shall make no structural changes in the Vessel which materially adversely affect the Vessel's classification or value~~or changes~~ in the machinery, boilers, appurtenances ~~or spare parts thereof~~ without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before redelivery of the Vessel~~before the termination of this Charter~~.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery (without prejudice to Clauses 40.6 and 40.7 and if redelivery is required pursuant to this Charter) in the same good order and condition as when received, ordinary

wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. Title of any equipment so replaced shall vest in and remain with the Owners. The Charterers have the right to fit additional equipment at their expense and risk (provided that no permanent structural damage is caused to the Vessel by reason of such installation) and ~~but~~ the Charterers shall, at their expense, remove such equipment and make good any damage caused by the fitting or removal of such additional equipment before the Vessel is redelivered to the Owners pursuant to Clause 40.3 and without prejudice to Clauses 40.6 and 40.7, ~~at the end of the period~~ if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag state.

11. Hire See Clause 36 (Charterhire)

~~(a) The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.~~

~~(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent, shall apply.~~

~~(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

PART II

12. Mortgage See Clause 35 (Quiet Enjoyment)

~~(only to apply if Box 28 has been appropriately filled in)~~

~~(a)* The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~(b)* The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument.~~

~~The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~*(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).~~

13. Insurance and Repairs See also Clause 38 (Insurance)

(a) Subject and without prejudice to Clause 38 (Insurance), during ~~During~~ the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, marine and war (including blocking and trapping) and Protection and Indemnity risks and freight, demurrage and defence risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including but not limited to maintaining financial security in accordance with sub-clause 10(a)(iii)) ~~in such form as the Owners shall in writing approve, which approval shall not be unreasonably withheld~~. During the Charter Period, the Charterers shall procure (at the Charterers' expense) that there are in place innocent owners' interest insurance, owner's additional perils (pollution) insurance and if applicable mortgagees' interest insurance and mortgagees' additional perils (pollution) insurance, any such insurances shall be arranged by the Owners (at the cost of the Charterers). All other ~~Such~~ insurances as specified in this Clause 13 (Insurance and Repairs) shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the Mortgagee~~mortgagee~~(s) (if any). ~~, and t~~ The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers and the Mortgagees (if any) according to their respective interests.

Subject to the provisions of the Financial Instruments (if any) ~~, if any,~~ and the agreed loss payable clauses, and the approval of ~~the Owners and~~ the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of sub-clause 13(a) ~~and for repairs of latent defects according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

(b) ~~If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively.~~ The ~~Owners or the~~ Charterers ~~as the case may be~~ shall immediately furnish the Owners~~other party~~ with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(c) The Charterers shall upon the request of the Owners, promptly provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of each~~the~~ Financial Instrument (if any).

(d) Subject to the provisions of the Financial Instruments, if any, and Clause 38 (Insurance) and Clause 40 (Termination, Redelivery and Total Loss), should the Vessel become ~~an actual, constructive, compromised or agreed~~a Total Loss~~total loss under the insurances required under sub-clause 13(a)~~, all insurance payments for such loss shall be paid to the Owners (or if applicable, their financiers) in accordance with the agreed loss payable clauses~~who shall distribute the moneys between the Owners and the Charterers according to their respective interests.~~ The Charterers undertake to notify the Owners ~~and the mortgagee(s), if any,~~ of any occurrences in consequence of which the Vessel is likely to become a Total Loss~~total loss as defined in this Clause~~.

(e) The Owners shall upon the request of the Charterers and subject to the Owners' approval of such request which shall not be unreasonably withheld, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.

(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Clause 38 (Insurance)~~Box 29~~.

14. Insurance, Repairs and Classification - intentionally omitted

~~(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).~~

~~(a)~~ ~~During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and~~ machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the ~~Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to~~ discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies ~~shall cover the Owners and the Charterers according to their respective interests.~~

~~(b)~~ During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection ~~and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~(c)~~ ~~In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~(d)~~ The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for ~~under the provisions of sub-clause 14(a).~~

The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.

(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

(f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.

The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.

(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.

(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.

(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.

(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.

(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery **See Clause 40 (Termination, Redelivery and Total Loss)**

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery.

Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.

The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.

Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good

~~structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.~~

~~The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.~~

16. Non-Lien

Other than Permitted Security Interests, the~~The~~ Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:

"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever." or a notice in such form as required by any Mortgagee(s).

17. Indemnity See Clauses 37.3, 38.15, 38.16, 40.5, 41.2~~1~~ and 50 (Indemnities)

~~(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.~~

~~Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.~~

~~(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.~~

~~In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.~~

~~**18. Lien**~~

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter~~, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned~~.

~~**19. Salvage**~~

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

~~**20. Wreck Removal**~~

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

~~**21. General Average**~~

The Owners shall not contribute to General Average.

22. Assignment~~, Sub-Charter and Sale~~

(a) The Charterers shall not assign this Charter ~~nor sub-charter the Vessel on a bareboat basis~~ except with the prior consent in writing of the Owners~~, which shall not be unreasonably withheld,~~ and subject to such terms and conditions as the Owners shall approve.

~~(b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

(a)* The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~(b)* The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~*Delete as applicable.~~

24. Corporate ~~Bank~~ Guarantee

~~(Optional, only to apply if Box 27 filled in)~~

The Charterers undertake to furnish on or about the date of this Charter~~, before delivery of the Vessel~~, a corporate ~~first class bank~~ guarantee from the Guarantor~~or bond in the sum and at the place as indicated in Box 27~~ as guarantee, and on or about the date of this Charter, the other Security Documents (as the case may be) as security, in each case for full performance of their obligations under this Charter.

25. Requisition/Acquisition

(a) Subject to the provisions of the Financial Instruments (if any) and the General Assignment, in~~In~~ the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that if all hire has been paid by the Charterers hereunder then in the event of "Requisition for Hire" any Requisition Hire or compensation is received or receivable by the Owners, the same shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

~~(b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition".~~

~~In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) Subject to the provisions of the Financial Instruments (if any), for~~For~~ the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) Without first obtaining the consent of the insurers to such employment and complying with the terms of Clause 38 (Insurance) and such other requirements as to extra insurance premiums or any other requirements as may be prescribed by the insurers, the~~The~~ Vessel~~, unless the written consent of the Owners be first obtained,~~ shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~(d) If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.

(f) In the event of outbreak of war (whether there be a declaration of war or not)

(i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China,

(ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 36 (Charterhire)11 and except as aforesaid all other provisions of this Charter shall apply until the end of the Charter Periodredelivery.

27. Commission - intentionally omitted

The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.

If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.

Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

28. Termination See Clauses 40 (Termination, Redelivery and Total Loss) and 44 (Termination Events)

(a) Charterers' Default

The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:

(i) the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;

(ii) the Charterers fail to comply with the requirements of:

(1) Clause 6 (Trading Restrictions)

(2) Clause 13(a) (Insurance and Repairs)

provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;

(iii) the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.

(b) Owners' Default

If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.

(c) Loss of Vessel

This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.

29. Repossession

In the event of the Owners have made a request for redelivery of the Vessel termination of this Charter in accordance with the applicable provisions of Clause 40.328, the Owners shall in addition have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29 (Repossession) and/or Clause 40 (Termination, Redelivery and Total Loss), the Charterers shall hold the Vessel as gratuitous bailee only to the Owners and the Charterers shall procure that the master and crew follow the orders and directions of the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution

(a)* This Charter and any non-contractual obligations arising out of or in connection with it Contract shall be governed by and construed in accordance with English law and any dispute arising out of

~~or in connection with this~~ Charter ~~Contract~~ shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three (3) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly.

The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. Where the reference is to three (3) arbitrators the procedure for making appointment shall be in accordance with the procedure for full arbitration stated above.

In cases where neither the claim nor any counterclaim exceeds the sum of US$100~~50~~,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced. The language of the arbitration proceedings shall be English.

~~(b)* This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~(c)* This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation~~

by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(c) If Box 35 in Part I is not appropriately filled in, sub-clause 30(a) of this Clause shall apply. Sub-clause 30(d) shall apply in all cases.

*Sub-clauses 30(a), 30(b) and 30(c) are alternatives; indicate alternative agreed in Box 35.

31. Notices **See Clause 43 (Notices)**

(a) Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.

(b) The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.

PART III

1. Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance

of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.

5. Survey on Redelivery

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of redelivery.

Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

PART IV

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

PART V

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

Execution Version

ADDITIONAL CLAUSES TO BARECON 2001 DATED _

CLAUSE 32 – CHARTER PERIOD

32.1 For the avoidance of doubt, notwithstanding the fact that the Charter Period shall commence on the Commencement Date, this Charter shall be:

(a) in full force and effect; and

(b) valid, binding and enforceable against the parties hereto,

with effect from the date of this Charter until the end of the Charter Period (subject to the terms of this Charter).

32.2 The Charter Period shall, subject to the terms of this Charter, continue for a period of eighty-four (84) months from the Commencement Date.

CLAUSE 33 – CANCELLATION

33.1 If:

(a) the Vessel is not delivered by the Charterers as seller to the Owners as buyer under the MOA contemporaneously with the delivery by the Builders to the Charterers as buyers pursuant to the Shipbuilding Contract;

(b) a Termination Event occurs and is continuing prior to the delivery of the Vessel by the Charterers (in their capacity as sellers) to Owners (in their capacity as buyers) under the MOA;

(c) it becomes unlawful for the Owners (in their capacity as buyers) to perform or comply with any or all of their obligations under the MOA or any of the obligations of the Owners under the MOA are not or cease to be legal, valid, binding and enforceable; and/or

(d) the MOA expires, is cancelled, terminated, rescinded or suspended or otherwise ceases to remain in full force and effect for any reason and/or the Vessel is not delivered on or prior to the Cancelling Date,

then this Charter shall immediately terminate and be cancelled (provided that any provision hereof expressed to survive such termination or cancellation shall so do in accordance with its terms) without the need for either of the Owners or the Charterers to take any action whatsoever provided that the Charterers shall be obliged to pay the applicable Termination Purchase Price to the Owners forthwith and the Owners shall be entitled to retain all documented fees, costs and expenses paid by the Charterers pursuant to Clause 41 (*Fees and Expenses*) (and without prejudice to Clause 41 (*Fees and Expenses*) and any clause of the MOA, if any such fees, costs or expenses have not been paid, the Charterers shall forthwith pay all such documented fees, costs and expenses to the Owners in accordance with Clause 41 (*Fees and Expenses*) and such payment shall be irrevocable and unconditional and is acknowledged by the Charterers to be proportionate as to amount, having regard to the legitimate interest of the Owners, in protecting against the Owners' risk of the Charterers failing to perform its obligations under this Charter. For the avoidance of doubt, the termination or cancellation of

the Charter shall not prejudice the operation of any provision of any Leasing Document which is expressed to survive the termination or cancellation of this Charter).

CLAUSE 34 – DELIVERY OF VESSEL 34.1

(a) This Charter is part of a transaction involving the sale, purchase and charter back of the Vessel and constitutes one of the Leasing Documents.

(b) The obligation of the Owners to charter the Vessel to the Charterers hereunder is subject to and conditional upon:

(i) (A) the delivery to and acceptance by the Charterers (in their capacity as buyers) of the Vessel under the Shipbuilding Contract from the Builders; and (B) the delivery of the Vessel by the Charterers (in their capacity as sellers) to the Owners (in their capacity as buyers) in accordance with the terms of the MOA with such deliveries occurring on or before the Cancelling Date (and, for the purposes of this Charter, the Vessel shall be deemed delivered to the Charterers simultaneously with delivery of the Vessel to the Owners pursuant to the MOA);

(ii) no Potential Termination Event or Termination Event having occurred and being continuing as at the Commencement Date;

(iii) the representations and warranties contained in Clause 45 being true and correct on the date of this Charter and each day thereafter until and including the last day of the Charter Period;

(iv) the Owners having received from the Charterers:

(A) the documents or evidence set out in Part A to Part D of Schedule II respectively at the relevant time specified for each such part under clause 19(c)(v) of the MOA, in each case, in form and substance satisfactory to the Owners; and;

(B) on the Commencement Date and prior to or simultaneously with the Owners executing a dated and timed copy of the MOA PODA evidencing delivery of the Vessel under the MOA and a dated and timed copy of the Acceptance Certificate, the documents or evidence set out in Part E of Schedule II in form and substance satisfactory to them; and

(C) after Delivery, the documents or evidence set out in Part F of Schedule II in form and substance satisfactory to them within the time periods set out thereunder,

and if any of the documents listed in sub-paragraph (iv) above are not in the English language then they shall be accompanied by a certified English translation.

34.2 The conditions precedent and conditions subsequent specified in Clause 34.1(b)(iv) are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions by the Owners.

34.3 On (A) delivery to and acceptance by the Charterers (in their capacity as buyers) of the Vessel under the Shipbuilding Contract from the Builders; and (B) delivery to and acceptance by the Owners of the Vessel under the MOA from the Charterers (in their capacity as sellers) and subject to the provisions of this Clause 34, the Vessel shall be deemed to have been delivered to, and accepted without reservation by, the Charterers under this Charter and the Charterers

shall become and be entitled to the possession and use of the Vessel on and subject to the terms and conditions of this Charter.

34.4 On Delivery, as evidence of the commencement of the Charter Period the Charterers shall sign and deliver to the Owners the Acceptance Certificate. Without prejudice to this Clause 34.4, the Charterers shall be deemed to have accepted the Vessel under this Charter and the commencement of the Charter Period having started, on Delivery even if for whatever reason, the Acceptance Certificate is not signed and/or the Charterers do not take actual possession of the Vessel at that time.

34.5 Save where any of the events set out under Clause 44.1(f) (iv), (v), (vi) and (viii) below applies in relation to the Owners (and in the absence of a Termination Event or Potential Termination Event having occurred at that time), the Charterers shall not be entitled for any reason whatsoever to refuse to accept delivery of the Vessel under this Charter once the Vessel has been delivered to and accepted by the Owners under the MOA from the Charterers (in their capacity as sellers), and the Owners shall not be liable for any losses, costs or expenses whatsoever or howsoever arising including, without limitation, any loss of profit or any loss or otherwise:

(a) resulting directly or indirectly from any defect or alleged defect in the Vessel or any failure of the Vessel; or

(b) arising from any delay in the commencement of the Charter Period or any failure of the Charter Period to commence.

34.6 The Owners will not and shall not be obliged to deliver the Vessel to the Charterers with any bunkers and unused lubricating oils and greases (whether in storage tanks and unopened drums or otherwise) except such items (including bunkers, lubricating oils, unbroached provisions, paints, ropes and other consumable stores) as are on the Vessel on Delivery (and without any liability for the quality, quantity or fitness of the same accruing to Owners).

34.7 The Charterers shall, following the Owners' delivery of items on board the Vessel on Delivery pursuant to Clause 34.6, keep all such items on board the Vessel for the Charterers' own use.

CLAUSE 35 – QUIET ENJOYMENT

35.1 Provided that no Potential Termination Event or Termination Event has occurred pursuant to the terms of this Charter, the Owners hereby agree not to disturb or interfere (or instruct or authorise another party to disturb or interfere) with the Charterers' lawful use, possession and quiet enjoyment of the Vessel during the Charter Period.

35.2 The Owners shall procure that their financier(s) enter into a Quiet Enjoyment Agreement with the Charterers on such terms as may be mutually agreed between the Owners, the Owners' financier(s) and the Charterers.

35.3 Subject to Clause 35.1 above, the Charterers acknowledge that, at any time during the Charter Period:

(a) the Owners are entitled to enter into certain funding arrangements with their financier(s), (the "**Mortgagee**"), in order to finance in part or in full of the Purchase Price (such financing amount not to exceed the Outstanding Principal Balance at the relevant time), which funding arrangements may be secured, *inter alia*, by the relevant Financial Instruments;

(b) the Owners may do any of the following as security for the funding arrangements referred to in paragraph (a) above:

(i) execute a ship mortgage over the Vessel or any other Financial Instrument in favour of a Mortgagee;

(ii) assign their rights and interests to, in or in connection with this Charter and any other Leasing Document in favour of that Mortgagee;

(iii) assign their rights and interests to, in or in connection with the Insurances, the Earnings and the Requisition Compensation of the Vessel in favour of that Mortgagee; and

(iv) enter into any other document or arrangement which is necessary to give effect to such financing arrangements; and

(c) the Charterers undertake to comply, and provide such information and documents and all necessary assistance reasonably required to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in any Financial Instrument or as may be directed from

to time during the currency of this Charter by the Mortgagee in conformity with any Financial Instrument. The Charterers further agree and acknowledge all relevant terms, conditions and provisions of each Financial Instrument (if any) and agree to acknowledge this in writing in any form that may be reasonably required by the Mortgagee, provided that any such Financial Instrument do not impose additional obligations or liabilities on the Charterers beyond those required under this Charter.

CLAUSE 36 – CHARTERHIRE

36.1 In consideration of the Owners agreeing to charter the Vessel to the Charterers under this Charter at the request of the Charterers, the Charterers hereby irrevocably and unconditionally agree to pay to the Owners, the Pre-delivery Interest, the Remittance Interests, the Charterhire, the Advance Charterhire and the Purchase Obligation Price or, as the case may be, the Purchase Option Price.

36.2 The Charterers shall pay the Advance Charterhire to the Owners on the Commencement Date which amount shall be deemed paid on such date by it being set off against an equivalent portion of the Purchase Price payable by the Owners (in their capacity as buyers) to the Charterers (in their capacity as sellers) under the MOA on the Commencement Date pursuant to the terms thereof and which, for the avoidance of any doubt, shall be unsecured and non-refundable under all circumstances and no interest shall accrue on the Advance Charterhire.

36.3 Subject to the terms of this Clause 36, the Charterers shall pay the Charterhire quarterly in arrears in the following manner on the following dates (each a "**Payment Date**"):

(a) on the date falling three (3) months after the Commencement Date (the "**First Payment Date**"), the first instalment of the Charterhire shall be payable;

(b) on each date falling three (3) months thereafter during the Charter Period (other than the last day of the Charter Period), each subsequent instalment of the Charterhire (other than the last instalment of Charterhire); and

(c) on the last day of the Charter Period, the final instalment of the Charterhire,

such that there is a total of twenty-eight (28) Payment Dates during the Charter Period, unless this Charter is terminated earlier in accordance with its terms.

36.4 The Vessel shall not at any time be deemed off-hire and the Charterers' obligation to pay the Pre-delivery Interest, the Remittance Interests, the Charterhire, the Advance Charterhire and any other amounts payable under the Leasing Documents shall be absolute and unconditional under any and all circumstances and shall not be affected by any circumstances of any nature whatsoever including but not limited to:

(a) any set-off (except in the case of the Advance Charterhire which shall be set off in accordance with Clause 36.2), counterclaim, recoupment, defence, claim or other right which the Charterers may at any time have against the Owners or any other person for any reason whatsoever including, without limitation, any act, omission or breach on the part of the Owners under this Charter or any other agreement at any time existing between the Owners and the Charterers;

(b) any change, extension, indulgence or other act or omission in respect of any indebtedness or obligation of the Charterers, or any sale, exchange, release or surrender of, or other dealing in, any security for any such indebtedness or obligation;

(c) any title defect or encumbrance or any dispossession of the Vessel by title paramount or otherwise;

(d) any defect in the seaworthiness, condition, value, design, merchantability, operation or fitness for use of the Vessel or the ineligibility of the Vessel for any particular trade;

(e) the Total Loss or any damage to or forfeiture or court marshall's or other sale of the Vessel;

(f) any libel, attachment, levy, detention, sequestration or taking into custody of the Vessel or any restriction or prevention of or interference with or interruption or cessation in, the use or possession thereof by the Charterers;

(g) any insolvency, bankruptcy, reorganization, arrangement, readjustment, dissolution, liquidation or similar proceedings by or against the Charterers or any other Relevant Persons;

(h) any invalidity, unenforceability, lack of due authorization or other defects, or any failure or delay in performing or complying with any of the terms and provisions of this Charter or the other Leasing Documents by any party to this Charter or any other person;

(i) any enforcement or attempted enforcement by the Owners of their rights under this Charter or any of the Leasing Documents executed or to be executed pursuant to this Charter;

(j) any loss of use of the Vessel due to deficiency or default or strike of officers or crew, fire, breakdown, damage, accident, defective cargo or any other cause which would or might but for this provision have the effect of terminating or in any way affecting any obligation of the Charterers under this Charter; or

(k) any prevention, delay, deviation or disruption in the use of the Vessel resulting from the wide outbreak of any viruses or any other highly infectious or contagious diseases (including the 2019 novel coronavirus), including but not limited to those caused by:

(i) closure of ports;

(ii) prohibitions or restrictions against the Vessel calling at or passing through certain ports;

(iii) restriction in the movement of personnel and/or shortage of labour affecting the operation of the Vessel or the operation of the ports (including stevedoring operations);

(iv) quarantine regulations affecting the Vessel, its cargo, the crew members or relevant

port personnel;

(v) fumigation or cleaning of the Vessel; or

(l) any claims raised by any sub-charterer or manager of the Vessel that a force majeure event or termination event (or any other analogous event howsoever called) has occurred under the relevant charter agreement or management agreement (as the case may be) of the Vessel as a result of the outbreak of such viruses.

36.5 Time of payment of the Pre-delivery Interest, the Remittance Interests, the Charterhire, the Advance Charterhire and other payments by the Charterers shall be of the essence of this Charter and the other Leasing Documents.

36.6 All payments of the Pre-delivery Interest, the Remittance Interests, the Charterhire, the Advance Charterhire and any other amounts payable under the Leasing Documents shall be made in Dollars and shall be received by the Owners in same day available funds and by not later than 6:00pm (Shanghai time) on the due date thereof.

36.7 All Pre-delivery Interest, the Remittance Interests, Charterhire and any amounts payable hereunder shall be payable by the Charterers to the Owners to such account as the Owners may notify the Charterers in writing.

36.8 Payment of the Pre-delivery Interest, the Remittance Interests, the Charterhire, the Advance Charterhire and any other amounts payable under the Leasing Documents shall be at the Charterers' risk until receipt by the Owners.

36.9 All stamp duty, value added tax, withholding or other taxes (not including taxes levied on the income of the Owners) and import and export duties and all other similar types of charges which may be levied or assessed on or in connection with:

(a) the operation of this Charter in respect of the hire and all other payments to be made pursuant to this Charter and the remittance thereof to the Owners; and

(b) the import, export, purchase, operation, delivery and re-delivery of the Vessel,

shall be borne by the Charterers. The Charterers shall pay, if applicable, value-added tax and other similar tax levied on any Pre-delivery Interest, the Remittance Interests, Charterhire and Advance Charterhire and other payments payable under this Charter by addition to, and at the time of payment of, such amounts.

36.10 If the Charterers fail to make any payment due under this Charter on the due date, they shall pay interest on such late payment at the default rate of two per cent. (2%) per annum higher than the rate which would have been payable (for the avoidance of doubt, such default interest rate applies in addition to the applicable Interest Rate if no payment default were to occur) from the date on which such payment became due until the date of payment thereof, and the Charterers and the Owners agree that such default interest is proportionate as to amount, having regard to the legitimate interest of the Owners, in protecting against the Owners' risk of the Charterers failing to perform its obligations under this Charter.

36.11 All interest (including default interest) and any other payments under this Charter which are of an annual or periodic nature shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 360 day year.

36.12 Any payment which is due to be made on a day which is not a Business Day, shall be made on the preceding Business Day.

CLAUSE 37 – POSSESSION OF VESSEL

37.1 The Charterers shall not, without the prior written consent of the Owners, assign, mortgage or pledge the Vessel or any interest therein and shall not permit the creation of any Security Interest thereon other than the Permitted Security Interests.

37.2 The Charterers shall promptly notify any party including any Approved Subcharterer (as the Owners may request), in writing that the Vessel is the property of the Owners and the Charterers shall provide the Owners with a copy of such written notification and reasonably satisfactory evidence that such party has received such written notification.

37.3 Other than in the circumstances specified in Clause 37.4, if the Vessel is arrested, seized, impounded, forfeited, detained or taken out of their possession or control (whether or not pursuant to any distress, execution or other legal process but other than due to piracy events which are insured against pursuant to Clause 38 (*Insurance*)), the Charterers shall procure the immediate release of the Vessel (whether by providing bail or procuring the provision of security or otherwise do such lawful things as the circumstances may require) and shall indemnify the Owners against all losses, documented costs or documented charges incurred by the Owners by reason thereof in re-taking possession or otherwise in re-acquiring the Vessel. Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the master, officers or agents signing bills of lading or other documents.

37.4 If the Vessel is arrested or otherwise detained solely because of the Owners' direct actions or omissions and for reasons which are not in any part a consequence of a Relevant Person's (or its Affiliate's) contributory negligence and/or wilful misconduct, the Owners shall at their own expense take all reasonable steps to procure that within a reasonable time the Vessel is released, including the provision of bail.

37.5 The Charterers shall pay and discharge or cause any Approved Subcharterer to pay and discharge all obligations and liabilities whatsoever which have given or may give rise to liens on or claims enforceable against the Vessel and take all steps to prevent (and in connection with procuring any Approved Subcharterer in doing the above, take all reasonable steps to procure any Approved Subcharterer to prevent) an arrest (threatened or otherwise) of the Vessel.

Clause 38 – INSURANCE

38.1 The Charterers shall, at their or the Builder's expenses, procure that insurances are effected at all times prior to Delivery, by the Builders in accordance with the terms of the Shipbuilding Contract and, upon Delivery, in form and substance satisfactory to the Owners:

(a) in Dollars;

(b) in the case of fire and usual hull and machinery, marine risks and war risks (including blocking and trapping), on an agreed value basis in an amount of the higher of: (i) one hundred and twenty per cent (120%) of the then Outstanding Principal Balance and (ii) one hundred per cent (100%) of the then applicable Market Value;

(c) in the case of oil pollution liability risks for the Vessel, for an aggregate amount equal to the highest level of cover from time to time available under protection and indemnity club entry and in the international marine insurance market and for an amount of not less than
$1,000,000,000; and

(d) in relation to protection and indemnity risks in respect of the full tonnage of the Vessel;

(e) through approved brokers and with first class international insurers and/or underwriters reasonably acceptable to the Owners (including having a Standard & Poor's rating of BBB+ or above, a Moody's rating of A or above or an AM Best rating of A- or above) or, in the case of war risks and protection and indemnity risks, in a war risks and protection and indemnity risks associations reasonably acceptable to the Owners (being a member of the International Group of Protection and Indemnity Clubs); and

(f) on no less favourable terms which the Charterers may be under an obligation (if any) to maintain under the terms of any Approved Bareboat Subcharter.

38.2 In addition to the terms set out in Clause 13(a), the Charterers shall procure that the obligatory insurances shall:

(a) subject always to paragraph (ii), name the Charterers, the Approved Manager (so long as such Approved Managers have executed a Manager's Undertaking) and the Owners (and if applicable, their financiers (if any) if so required by the Owners) as the only named assureds unless the interest of every other named assured or co-assured is limited:

(ii) in respect of any obligatory insurances for hull and machinery and war risks;

(1) to any provable out-of-pocket expenses that they have incurred and which form part of any recoverable claim on underwriters; and

(2) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any claims made against them); and

(iii) in respect of any obligatory insurances for protection and indemnity risks, to any recoveries they are entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against them,

and every other named assured or co-assured has undertaken in writing to the Owners or their financiers reasonably that any deductible shall be apportioned between the Charterers and every other named assured or co-assured (other than the Owners and, if applicable, its financier) in proportion to the gross claims made by or paid to each of them and that they shall do all things necessary and provide all documents, evidence and information to enable the Owners and their financiers (if any) in accordance with the terms of the loss payable clause, to collect or recover any moneys which at any time become payable in respect of the obligatory insurances;

(b) whenever a financier and/or the Owners requires:

(i) in respect of fire and other usual marine risks and war risks, name (or be amended to name) the same as additional named assured for their rights and interests, warranted no operational interest and with full waiver of rights of subrogation against such financiers, but without such financiers thereby being liable to pay (but having the right to pay) premiums, calls or other assessments in respect of such insurance;

(ii) in relation to protection and indemnity risks, name (or be amended to name) the same as additional insured or co-assured for their rights and interests to the extent permissible under the relevant protection and indemnity club rules; and

(iii) name the Owners' financiers (as applicable) and the Owners (as applicable) as the first ranking loss payee and the second ranking loss payee respectively (and in the absence of any financiers, the Owners as first ranking loss payee) in accordance with the terms of the relevant loss payable clauses approved by the Owners' financiers and the Owners (such approval not to be unreasonably withheld) with such directions for

payment in accordance with the terms of such relevant loss payable clause, as the Owners and their financiers (if any) may specify;

(c) provide that all payments by or on behalf of the insurers under the obligatory insurances to the Owners and/or their financiers (as applicable) shall be made without set-off, counterclaim or deductions or condition whatsoever;

(d) provide that such obligatory insurances shall be primary without right of contribution from other insurances which may be carried by the Owners or their financiers (if any);

(e) provide that the Owners and/or their financiers (if any) may make proof of loss if the Charterers fail to do so; and

(f) provide that if any obligatory insurance is cancelled, or if any substantial change is made in the coverage which adversely affects the interest of the Owners and/or their financiers (if any), or if any obligatory insurance is allowed to lapse for non-payment of premium, such cancellation, change or lapse shall not be effective with respect to the Owners and/or their financiers (if any) for fourteen (14) days (or seven (7) days in the case of war risks), or such other period as may be agreed by the Owners and/or their financiers (if any), after receipt by the Owners and/or their financiers (if any) of prior written notice from the insurers of such cancellation, change or lapse.

38.3 The Charterers shall:

(a) at least fourteen (14) days prior to Delivery (or such shorter period agreed by the parties), notify in writing the Owners of the terms and conditions of all Insurances;

(b) at least fourteen (14) days before the expiry of any obligatory insurance notify the Owners of the brokers (or other insurers) and any protection and indemnity or war risks association through or with whom the Charterers propose to renew that obligatory insurance and of the proposed terms of renewal and obtain the Owners' approval (such approval not to be unreasonably withheld and who shall have regard to the requirements as to insurance cover required under the provisions of this Clause 38);

(c) at least seven (7) days before the expiry of any obligatory insurance, procure that such obligatory insurance is renewed or to be renewed on its expiry date in accordance with the provisions of this Charter;

(d) procure that the approved brokers and/or the war risks and protection and indemnity associations with which such a renewal is effected shall promptly after the renewal or the effective date of the new insurance and protection and indemnity cover notify the Owners in writing of the terms and conditions of the renewal; and

(e) as soon as practicable after the expiry of any obligatory insurance, deliver to the Owners a letter of undertaking as required by this Charter in respect of such Insurances for the Vessel as renewed pursuant to this Clause 38.3 together with copies of the relevant policies or cover notes or entry certificates duly endorsed with the interest of the Owners.

38.4 The Charterers shall ensure that all insurance companies and/or underwriters, and/or (if any) insurance brokers provide the Owners (copy to their financiers (if any)) with all copies of policies, cover notes and certificates of entry (originals where so requested by the Owners and/or their financiers (if any) following the occurrence of a Termination Event or Potential Termination Event) relating to the obligatory insurances which they are to effect or renew and of a letter or letters or undertaking in a form required by the Owners and/or their financiers

(if any) (which the Charterers shall procure the relevant insurance companies, underwriters and/or insurance brokers to provide upon renewal or receipt from the insurance companies, underwriters and/or insurance brokers of an executed notice of assignment). Such letter or

letters of undertaking shall include undertakings by the insurance companies, underwriters and/or insurance brokers that:

(a) they will have endorsed on each policy, immediately upon issue, a loss payable clause and a notice of assignment complying with the provisions of this Charter and the Financial Instruments;

(b) they will hold the benefit of such policies and such insurances, to the order of the Owners and/or their financiers (if any) and/or such other party in accordance with the said loss payable clause;

(c) they will advise the Owners and their financiers (if any) promptly of any material change to the terms of the obligatory insurances of which they are aware;

(d) (i) they will indicate in the letters of undertaking that they will immediately notify the Owners and their financiers (if any) when any cancellation, charge or lapse of the relevant obligatory insurance occur and (ii) following a written application from the Owners and/or their financiers (if any) not later than one (1) month before the expiry of the obligatory insurances they will notify the Owners and their financiers (if any) not less than fourteen (14) days before the expiry of the obligatory insurances, in the event of their not having received notice of renewal instructions from the Charterers and, in the event of their receiving instructions to renew, they will promptly notify the Owners and their financiers (if any) of the terms of the instructions; and

(e) if any of the obligatory insurances form part of any fleet cover, the Charterers shall use best endeavours to procure that the insurance broker(s), or leading insurer, as the case may be, undertakes to the Owners and their financiers (if any) that such insurance broker or insurer will not set off against any sum recoverable in respect of a claim relating to the Vessel under such obligatory insurances any premiums due in respect of any other vessel under any fleet cover of which the Vessel forms a part or any premium due for other insurances, they waive any lien on the policies, or any sums received under them, which they might have in respect of such premiums, and they will not cancel such obligatory insurances by reason of non-payment of such premiums or other amounts, and will arrange for a separate policy to be issued in respect of the Vessel forthwith upon being so requested by the Owners and/or their financiers (if any) and where practicable.

38.5 The Charterers shall ensure that any protection and indemnity and/or war risks associations in which the Vessel is entered provides the Owners (copy to their financiers (if any)) with:

(a) a copy of the certificate of entry for the Vessel as soon as such certificate of entry is issued;

(b) a letter or letters of undertaking in such form as may be required by the Owners and/or their financiers (if any) or in such association's standard form (following the relevant association's receipt of an executed notice of assignment upon the effecting or renewal of insurances); and

(c) a copy of each certificate of financial responsibility for pollution by oil or other Environmentally Sensitive Material issued by the relevant certifying authority in relation to the Vessel.

38.6 The Charterers shall ensure that all policies relating to obligatory insurances are deposited with the approved brokers through which the insurances are effected or renewed.

38.7 The Charterers shall procure that all premiums or other sums payable in respect of the obligatory insurances are punctually paid and produce all relevant receipts when so required

by the Owners and/or their financiers (if any).

38.8 The Charterers shall ensure that any guarantees required by a protection and indemnity or war risks association are promptly issued and remain in full force and effect.

38.9 The Charterers shall neither do nor omit to do (nor permit to be done or not to be done) any act or thing which would or might render any obligatory insurance invalid, void, voidable or unenforceable or render any sum payable under an obligatory insurance repayable in whole or in part; and, in particular:

(a) the Charterers shall procure that all necessary action is taken and all requirements are complied with which may from time to time be applicable to the obligatory insurances, and (without limiting the obligations contained in this Clause) ensure that the obligatory insurances are not made subject to any exclusions or qualifications to which the Owners and/or their financiers (if any) have not given their prior approval (unless such exclusions or qualifications are made in accordance with the rules of a protection and indemnity association which is a member of the International Group of protection and indemnity associations), such approval not to be unreasonably withheld;

(b) the Charterers shall not make or permit any changes relating to the classification or classification society or manager or operator of the Vessel unless such changes have first been approved by the underwriters of the obligatory insurances or the Owners and/or their financiers (if any) (such approval not to be unreasonably withheld by the Owners' but always subject to the Owners receiving credit approval on such changes);

(c) as may be applicable, the Charterers shall procure that all quarterly or other voyage declarations which may be required by the protection and indemnity risks association in which the Vessel is entered to maintain cover for trading to the United States of America and Exclusive Economic Zone (as defined in the United States Oil Pollution Act 1990 or any other applicable legislation) are made and the Charterers shall promptly provide the Owners (copy to their financiers (if any)) with copies of such declarations and a copy of the certificate of financial responsibility; and

(d) the Charterers shall not employ the Vessel, nor allow it to be employed, otherwise than in conformity with the terms and conditions of the obligatory insurances, without first obtaining the consent of the insurers and complying with any requirements (as to extra premium or otherwise) which the insurers specify.

38.10 The Charterers shall not make or agree to any material alteration to the terms of any obligatory insurance (relating to the identity of the beneficiaries under such insurances or scope of cover) nor waive any right relating to any obligatory insurance without the prior written consent of the Owners and/or their financiers (if any) (such consent to only be required where such amendment or waiver adversely affects or potentially adversely affects the Owners' and/or their financiers' (if any) interests under the Leasing Documents and which is not to be unreasonably withheld or delayed).

In this Clause 38.10 "material" alterations shall include, without limitation, reduction to the insured amount, limitation on the scope of the cover and any other amendment which would cause a breach under the terms of this Charter, any other Leasing Document or any Approved Bareboat Subcharter.

38.11 The Charterers shall not settle, compromise or abandon any claim under any obligatory insurance for a Total Loss or for a Major Casualty, and shall do all things necessary and provide all documents, evidence and information to enable the Owners and/or their financiers (if any) to collect or recover any moneys which at any time become payable in respect of the obligatory insurances.

38.12 The Charterers shall provide the Owners (copy to their financiers (if any)), promptly upon the Owners' and/or their financiers' (if any) written request, copies of:

(a) all communications between the Charterers and:

(i) the approved brokers; and

(ii) the approved protection and indemnity and/or war risks associations; and

(iii) the approved international insurers and/or underwriters, which relate directly or indirectly to:

(A) the Charterers' obligations relating to the obligatory insurances including, without limitation, all requisite declarations and payments of additional premiums or calls; and

(B) any credit arrangements made between the Charterers and any of the persons referred to in paragraphs (i) or (ii) relating wholly or partly to the effecting or maintenance of the obligatory insurances; and

(b) any communication with all parties involved in case of a claim under any of the Vessel's insurances.

38.13 The Charterers shall promptly provide the Owners (or any persons which they may designate) with any information which the Owners reasonably request for the purpose of:

(a) obtaining or preparing any report from an independent marine insurance broker as to the adequacy of the obligatory insurances effected or proposed to be effected; and/or

(b) effecting, maintaining or renewing any such insurances as are referred to in Clause 13(a) or this Clause 38 (*Insurance*) or dealing with or considering any matters relating to any such insurances.

38.14 If one or more of the obligatory insurances are not effected and maintained with first class international insurers or are effected with an insurance or captive subsidiary of the Owners or the Charterers, then the Charterers shall procure, at their own expense, that the relevant insurers maintain in full force and effect facultative reinsurances with reinsurers and through brokers, in each case, of recognised standing and acceptable in all respects to the Owners. Any reinsurance policy shall include, if and when permitted by law, a cut-through clause in a form acceptable to the Owners.

38.15 The Charterers shall upon demand fully indemnify the Owners and/or their financiers (if any) in respect of all documented premiums and other expenses which are reasonably incurred by:

(a) the Owners in connection with or with a view to effecting, maintaining or renewing an innocent owners' interest insurance, mortgagee's interest insurance and a lessor's/mortgagee's additional perils (pollution) insurance that is taken out in respect of the Vessel; and/or

(b) the financier(s) of the Owners (if any) in connection with or with a view to effecting, maintaining or renewing a mortgagee's interest insurance and a mortgagee's additional perils (pollution) insurance that is taken out in respect of the Vessel, in each case, with the Charterers' insurance brokers as approved by the Owners and/or their financiers (if any) (in their sole discretion) and provided that the Charterers shall provide the Owners, as soon as these are dispatched, with copies of all communications between the Charterers and such insurance brokers,

in each case as referred to in paragraphs (a) and (b) above, in an amount not exceeding one hundred and twenty per cent (120%) of the Outstanding Principal Balance from time to time

and on such other terms, through such insurers and generally in such manner as the Owners or the Owners' financier(s) (as the case may be) may from time to time consider appropriate.

38.16 The Charterers shall be solely responsible for and indemnify the Owners in respect of all loss or damage to the Vessel (insofar as the Owners shall not be reimbursed by the proceeds of any insurance in respect thereof) however caused occurring at any time or times before physical possession thereof is retaken by the Owners, reasonable wear and tear to the Vessel only excepted.

38.17 The Charterers shall:

(a) reimburse the Owners any expenses incurred by the Owners in obtaining the reports described in Clause 38.13 and as a condition precedent requirement under Part A of Schedule II (provided that such reimbursement obligation does not arise more than once a year unless a Termination Event has occurred and is continuing in which case such reports may be procured at the Charterer's cost any time during such period); and

(b) procure that there is delivered to the brokers, insurers, underwriters, associations described in Clause 38.1(e) such information in relation to the Insurances as they may require.

38.18 The Charterers shall keep the Vessel insured at their expense against such other risks which the Owners and/or their financiers (if any) deem necessary, acting reasonably, (having regard to the then available insurance cover and market practice for the trading, management, operation and safety of vessels of the same type) for a prudent shipowner or operator to insure against at the relevant time (as notified by the Owners) and which are, at that time, generally insured against by owners or operators of vessels similar to the Vessel.

38.19 The Charterers shall, in the event that the Approved Manager makes a claim under any obligatory insurances taken out in connection with this Clause 38 but is unable to or otherwise fails to pay in full any deductible in connection with such claim (in an amount as apportioned between the Charterers and every other assured in proportion to the gross claims made by or paid to each of them), pay such shortfall in deductible payable on behalf of the Approved Manager.

CLAUSE 39 – WARRANTIES RELATING TO VESSEL

39.1 It is expressly agreed and acknowledged that the Owners are not the manufacturer or original supplier of the Vessel which has been purchased by the Owners as buyers from the Charterers as sellers pursuant to the MOA for the purpose of then chartering the Vessel to the Charterers hereunder and that no condition, term, warranty or representation of any kind is or has been given to the Charterers by or on behalf of the Owners in respect of the Vessel (or any part thereof).

39.2 All conditions, terms or warranties express or implied by the law relating to the specifications, quality, description, merchantability or fitness for any purpose of the Vessel (or any part thereof) or otherwise are hereby expressly excluded.

39.3 The Charterers agree and acknowledge that the Owners shall not be liable for any claim, loss, damage, expense or other liability of any kind or nature caused directly or indirectly by the Vessel or by any inadequacy thereof or the use or performance thereof or any repairs thereto or servicing thereof and the Charterers shall not by reason thereof be released from any liability to pay any Pre-delivery Interest, the Remittance Interests, Charterhire or the Advance Charterhire or other payment due under this Charter or the other Leasing Documents.

39.4 The Charterers further agree and acknowledge that the Owners are not operating the Vessel and the liability to surrender any Emission Allowances in respect of the Vessel under any applicable Emission Scheme shall lie with the Charterers and/or any other organisation or

person whom the Charterers have contractually agreed to take over all duties and responsibilities (including any sub-charterer of the Vessel or any Approved Manager) imposed by the ISM Code, and the Charterers hereby agree that they shall promptly upon the Owners' request, provide and submit a signed mandate letter in a form acceptable to the relevant authority (if same is required by the relevant authority) and any other information and documents as required by the relevant authority.

39.5 Without prejudice to Clause 39.4, in relation to EU ETS and Fuel EU Maritime:

(a) the Charterers acknowledge that if the Vessel calls at ports in the European Union, they will incur liabilities under EU ETS and Fuel EU Maritime;

(b) the Charterers acknowledge and agree that if they intend to sail the Vessel into ports in the European Union, the Charterers shall comply in all respects with the EU ETS and Fuel EU Maritime;

(c) if required by the Owners, the Charterers shall provide a letter in a format to be agreed by the authorities confirming that they have assumed responsibility for the operation of the Vessel from the Owners (the "**ETS Letter**"); and

(d) the Charterers shall submit to the relevant administering authority any letters and/or documents that may be required by said authority pursuant to the EU ETS.

CLAUSE 40 – TERMINATION, REDELIVERY AND TOTAL LOSS

40.1 If the Termination Purchase Price becomes payable in accordance with Clause 44.3 or Clause 48.1(b), the same shall be payable in consideration of the purchase and transfer of the legal and beneficial title of the Vessel pursuant to Clause 40.4 and it is hereby agreed by the parties hereto that payment of the Termination Purchase Price is deemed to be proportionate as to amount, having regard to the legitimate interest of the Owners, in protecting against the Owners' risk of the Charterers failing to perform their obligations under this Charter and the Termination Purchase Price shall, depending on the nature of the Termination Event(s) on the basis of which the Owners serve a Termination Event Notice, be either an obligation to pay damages following acceptance by the Owners of a breach of condition by the Charterers or an obligation to pay an agreed sum in specified circumstances which do not involve a breach of contract by the Charterers.

40.2 Upon receipt of the Termination Purchase Price by the Owners pursuant to Clause 40.1 in full:

(a) in the case where the Termination Purchase Price is unconditionally and irrevocably received by the Owners prior to Delivery:

(i) the Owners shall promptly (at the Charterers' costs) re-assign (free of any Security Interests created by the Owners) to the Charterers all the rights under the Shipbuilding Contract and the Refund Guarantees assigned to the Owners under the Pre-delivery Assignment according to the terms thereof; and

(ii) this Charter shall terminate (provided that any provision hereof expressed to survive such termination shall do so in accordance with its terms); or

(b) in the case where the Termination Purchase Price is unconditionally and irrevocably received by the Owners on or after the Delivery, this Charter shall terminate pursuant to Clause 40.4 and Security Interests created in favour of the Owners shall be released or re-assigned to the relevant Obligor pursuant to the terms of the Security Documents.

40.3

24

(a) If the Charterers fail to make any payment of the Termination Purchase Price on the due date (subject to the grace period granted under Clause 44.1(a) if payment of the Termination Purchase Price is not due to the occurrence of any Termination Event),

(i) Clauses 36.10 and 36.11 shall apply;

(ii) in the case where the non-payment occurs prior to Delivery, the Owners shall be entitled (but not obliged) to exercise all their rights to the Vessel in accordance with the terms of the Leasing Documents, including without limitation, their right to terminate this Charter upon written notice to the Charterers (provided that any provision hereof expressed to survive termination shall do so in accordance with its terms); and

(iii) in the case where the non-payment occurs on or after Delivery, the Charterers' right to possess and operate the Vessel shall immediately cease and (without in any way affecting the Charterers' obligation to pay the Termination Purchase Price) the Charterers shall, upon the Owners' request (at Owners' sole discretion), be obliged to immediately (and at the Charterers' own cost) redeliver the Vessel to the Owners at such ready and nearest safe port as the Owners may require; further and for the avoidance of doubt, the Owners shall be entitled (at Owners' sole discretion) to operate the Vessel as they may require and may create whatsoever interests thereon, including without limitation charterparties or any other form of employment contracts ("**Post-enforcement Interests**"), provided that:

(A) the Earnings of the Vessel during such period less its operational expenses (including, without limitation, any costs for fuel, lubricants and oils) shall be applied against the Termination Purchase Price and any other amounts payable under the Leasing Documents pursuant to Clause 58A (*General Application of Proceeds*); and

(B) if such use of the Vessel results in the Owners suffering a loss then such losses shall be included in the indemnities contained in Clause 50 (*Indemnities*) and be added to the Termination Purchase Price,

and the Owners shall be entitled (at their sole discretion) to sell the Vessel on terms they deem fit (an "**Owners' Sale**").

(b) Prior to effecting an Owners' Disposal or an Owners' Sale (as the case maybe), the Owners shall notify the Charterers in writing and the Charterers may within seven (7) Business Days thereafter submit to the Owners evidence (to the satisfaction of the Owners, acting reasonably) of a purchaser offering by way of a firm offer (subject to customary closing conditions and Owners' investigation on know-your-client issues) (a "**Charterers' Offer**") an amount at least equal to the higher of (i) the purchase price contemplated by such Owners' Disposal or Owners' Sale and (ii) the then current amount of the Termination Purchase Price, in either case following which the Owners will use reasonable endeavours to enter into a memorandum of agreement (in a form acceptable to the Owners and the relevant counterparty buyer) pursuant to such Charterers' Offer.

(c) Without prejudice to the other provisions of Clause 40.3, the Charterers may at any time following the occurrence of any event set out in Clause 44.2 or 44.3 (as the case may be) submit to the Owners evidence (to the satisfaction of the Owners, acting reasonably) of a Charterers' Offer in an amount at least equal to the then current amount of the Termination Purchase Price, in which case the Owners will use reasonable endeavours to enter into a

memorandum of agreement (in a form acceptable to the Owners and the relevant counterparty buyer) pursuant to such Charterers' Offer.

(d) The proceeds of the Owners' Disposal or the Owners' Sale (as the case maybe), net of any fees, commissions, documented costs, disbursements or other expenses incurred by the Owners as a result of the Owners' Disposal or the Owners' Sale (as the case maybe), shall be applied against the outstanding Termination Purchase Price and other sums then due and payable to the Owners under the Leasing Documents pursuant to Clause 58A (*General Application of Proceeds*). If such proceeds are not in an amount sufficient to discharge in full the aggregate amounts due to the Owners under Clauses 58A (*General Application of Proceeds*), the Charterers shall continue to be liable for the shortfall.

40.4 Concurrently with the Owners receiving irrevocable payment of the Termination Purchase Price in full pursuant to the terms of this Charter, the Owners shall (save in the event of Total Loss or where ownership has already been or agreed to be transferred pursuant to Clause (a)) transfer the legal and beneficial ownership of the Vessel on an "as is where is" basis (and, for the avoidance of doubt but without prejudice to Clause 49.1(b), subject to any Post-enforcement Interests, and otherwise in accordance with the terms and conditions set out at Clauses 49.1(a) and 49.1(b)), to the purchaser under the Charterers' Offer and shall (at the cost of the Charterers or the purchaser under the Charterers' Offer) execute a bill of sale and a protocol of delivery and acceptance evidencing the same and any other document strictly necessary to transfer the title of the Vessel to the purchaser under the Charterers' Offer (and to the extent required for such purposes, the Vessel shall be deemed first to have been redelivered to the Owners).

40.5 The Charterers hereby undertake to indemnify the Owners against any claims incurred in relation to the Vessel as a result of the Charterers' action or performance prior to such transfer of ownership. Any taxes, notarial, consular and other costs, charges and expenses connected with closing of the Owners' register shall be for the Charterers' account.

40.6 If the Charterers are required to redeliver the Vessel to the Owners pursuant to Clause 40.340.2(a), the Charterers shall ensure that the Vessel shall, at the time of redelivery to the Owners (at Charterers' cost and expense):

(a) be in compliance with its Insurances;

(b) be in an equivalent classification as she was as at the Commencement Date without any outstanding recommendation or condition, and with valid, unextended certificates for not less than three (3) months and free of average damage affecting the Vessel's classification and in the same or as good structure, state, condition and classification as that in which she was deemed on the Commencement Date, fair wear and tear not affecting the Vessel's classification excepted;

(c) have passed her 5-year and drydock at the Charterers' time and expense without any condition or outstanding issue and to the satisfaction of the Classification Society and with all the Vessel's classification, trading, national and international certificates that the Vessel had when she was delivered under this Charter and the log book and whatsoever necessary relating to the operation of the Vessel, valid and un-extended without conditions or recommendation falling due;

(d) have her survey cycles up to date and trading and classification certificate valid for at least six (6) months;

(e) be redelivered to the Owners together with all spare parts and spare equipment as were on board at the time of Delivery and to the extent not already expended in the operation of the Vessel, and any such spare parts and spare equipment on board at the time of re-delivery shall be taken over by the Owners free of charge;

(f) be free of any Security Interest (save for the Security Interests granted pursuant to the Financial Instruments) and the Charterer shall use their best endeavours to procure that the Vessel is free of any cargo;

(g) be redelivered to the Owners together with all material information generated during the Charter Period in respect of the use, possession, operation, navigation, utilization of lubricating oil and the physical condition of the Vessel, whether or not such information is contained in the Charterers' equipment, computer or property;

(h) be free of any charter (unless the Owners wish to retain the continuance of any then existing Approved Subcharter);

(i) be free of officers and crew (unless otherwise agreed by the Owners);

(j) shall have had her underwater parts treated with ample anti-fouling to last for the ensuing period up to the next scheduled dry docking of the Vessel; and

(k) have such amount of bunkers on board the Vessel as would be sufficient to enable the Vessel to sail to the next closest bunkering port and in compliance with all bunkering fuel content regulations then applicable in such place of redelivery, including without limitation, the global sulphur limit imposed by the International Maritime Organization (IMO).

40.7 The Owners shall, at the time of the redelivery of the Vessel, take over all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores in the Vessel at no cost to the Owners.

40.8 The Charterers shall at all times bear the full risk of any Total Loss of or any other damage to the Vessel howsoever arising (whether before or after Delivery). Accordingly, if the Vessel, for any reason, becomes a Total Loss, then subject to Clause 40.9, the following provisions shall apply:

(a) in case the Total Loss occurs under the Shipbuilding Contract before Delivery, the Charterers shall, unless the Owners have agreed in writing to the Vessel being reconstructed under the terms of the Shipbuilding Contract and (if required) any consequential amendments to this Charter, pay the Termination Purchase Price to the Owners on the earlier of:

(i) the date falling one hundred and twenty (120) days after such Total Loss has occurred;

(ii) the date of receipt by the Owners and/or their financers (if any) of the Refund Proceeds in accordance with any Leasing Document; and

(b) if the Vessel, for any reason, becomes a Total Loss after Delivery, the Charterers shall pay the Termination Purchase Price to the Owners on the earlier of:

(i) the date falling one hundred and twenty (120) days after such Total Loss has occurred; and

(ii) the date of receipt by the Owners and/or their financiers (if any), in accordance with the terms of the relevant loss payable clause, of the proceeds of insurance relating to such Total Loss.

40.9 For the avoidance of doubt, in the event that the Vessel becomes a Total Loss:

(A) payment of the Charterhire and all other sums payable under the Leasing Documents during such period shall continue to be made by the Charterers in accordance with the terms thereof unless and until the Owners receive in full the Termination Purchase Price;

(B) any Refund Proceeds or insurance proceeds in respect of the Vessel received by the Owners and/or their financiers (if any) shall be applied in accordance with Clause 58A (*General Application of Proceeds*);

(C) should Refund Proceeds received by the Owners pursuant to any Leasing Document or insurance proceeds be received by the Owners from the insurers, the Charterers' obligations to pay the Termination Purchase Price shall be accordingly reduced by an amount corresponding to such Refund Proceeds or insurance proceeds but in the event that such Refund Proceeds or insurance proceeds are less than the amount of the Termination Purchase Price together with any interest accrued thereon, the Charterers remain obliged to pay to the Owners the balance so that the full amount of the Termination Purchase Price due together with any interest accrued thereon is received by the Owners; and

(D) the obligation of the Charterers to pay the Termination Purchase Price shall remain unaffected and exist regardless of whether any of the Builders, the Refund Guarantor or the insurers (as the case may be) have agreed or refused to meet or have disputed in good faith, the claim for Total Loss.

40.10 The Owners shall have no obligation to supply to the Charterers with a replacement vessel following the occurrence of a Total Loss.

CLAUSE 41 – FEES AND EXPENSES

41.1 In consideration of the Owners entering into this Charter, the Charterers shall pay to the Owners or their nominee a non-refundable arrangement fee (the "**Arrangement Fee**") at such time and in such amount to be set out in a fee letter.

41.2 Without prejudice to any other rights of the Owners under this Charter, the Charterers shall promptly pay to the Owners on written demand on a full indemnity basis:

(a) all documented costs, charges and expenses incurred by the Owners in collecting any Charterhire or Advance Charterhire or other payments not paid on the due date under this Charter, in remedying any other failure of the Charterers to observe the terms and conditions of this Charter and in enforcing the Owners' rights under any Leasing Document; and

(b) all documented costs and expenses (including, but not limited to, legal costs) incurred by the Owners in the preparation, negotiation, finalisation and execution of all documentation in relation to this Charter and the other Leasing Documents including, but not limited to, all documented costs incurred by the Owners and all documented legal costs, expenses and other disbursements incurred by the Owners' legal counsels in connection with the same (regardless of whether the transaction contemplated by the Leasing Documents actually completes).

41.3 If:

(a) the Charterers request an amendment, waiver or consent to the terms of the Leasing Documents (including an amendment or waiver which is required pursuant to paragraph 6 under Schedule III of this Charter to address the fact that a Published Rate Replacement Event has occurred); or

(b) the Charterers request to re-register the Vessel in another Flag State,

the Charterers shall reimburse the Owners on demand for all documented costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with that request or requirement (including, for the avoidance of doubt, any amounts which the Owners are obliged to pay pursuant to the terms of the Financial Instruments).

41.4 All documented costs and expenses incurred by the Owners in relation to the acquisition, registration of title of the Vessel in the Owners' name in the Flag State together with any and all fees (including but not limited to any vessel registration and tonnage fees and the Owners' initial and ongoing registration and maintenance costs if required to be registered as a foreign maritime entity or the appointment of resident agents under the laws of the Flag State) payable by the Owners to register, maintain and/or renew such registration shall be for the account of the Charterers. Without prejudice to the foregoing, if the Flag State requires the Owners to establish a physical presence or office in the jurisdiction of such Flag State, all fees, costs and expenses payable by the Owners to establish and maintain such physical presence or office shall be for the account of the Charterers. The Charterers shall promptly provide the Owners with evidence of payment of the annual register/tonnage tax amounts payable to the Flag State or any other aforesaid costs, expenses and/or taxes when the same fall due.

41.5 All documented costs and expenses incurred by the Owners (including, but not limited to, legal fees) in relation to the transfer of title of the Vessel from the Owners to the Charterers and the re-delivery of the Vessel by the Charterers to the Owners pursuant to Clause 40 (*Termination, Redelivery and Total Loss*) shall be for the account of the Charterers.

41.6 The Charterers shall, on demand, pay to the Owners the amount of all documented costs and expenses (including, but not limited to, legal fees) incurred by the Owners in connection with the enforcement of, or the preservation of any rights under, any Leasing Document, including, without limitation, any action brought by the Owners to arrest or recover possession of the Vessel, and with any proceedings instituted by or against the Owners as a consequence of them entering into a Leasing Document or enforcing those rights (regardless of whether the transaction contemplated by the Leasing Documents actually completes).

CLAUSE 42 – NO WAIVER OF RIGHTS

42.1 No neglect, delay, act, omission or indulgence on the part of either party in enforcing the terms and conditions of this Charter shall prejudice the strict rights of that party or be construed as a waiver thereof nor shall any single or partial exercise of any right of either party preclude any other or further exercise thereof.

42.2 No right or remedy conferred upon either party by this Charter shall be exclusive of any other right or remedy provided for herein or by law and all such rights and remedies shall be cumulative.

CLAUSE 43 – NOTICES

43.1 Any notice, certificate, demand or other communication to be served, given made or sent under or in relation to this Charter shall be in English and in writing and (without prejudice to any other valid method or giving making or sending the same) shall be deemed sufficiently given or made or sent if sent by registered post or by email to the following respective addresses:

(A) to the Owners: **c/o CMB FINANCIAL LEASING CO., LTD.**
21F, China Merchants Bank Building No. 1088 Lujiazui
Ring Road Shanghai
Attention: Xiao Yue
Email: xiao_yue@cmbchina.com /
zyzlsceb@cmbchina.com
Tel: +8621 6106 1534

(B) to the Charterers: **c/o NAVIOS TANKERS MANAGEMENT INC.**
85, Akti Miaouli, P.C. 18538, Piraeus, Greece Attention: Sofia Tavla

Email: stavla@Navios.com, legal_corp@Navios.com Tel: +30 210 41 72 050

or, if a party hereto changes its address or email address, to such other address or email address as that party may notify to the other.

CLAUSE 44 – TERMINATION EVENTS

44.1 The Owners and the Charterers hereby agree that any of the following events shall constitute a Termination Event:

(a) any of the Charterers or the Guarantor fails to make any payment on its due date under this Charter or any other Leasing Document to which it is a party unless such non-payment is caused by administrative or technical error and the relevant payment is made within seven (7) Business Days; or

(b) the Guarantor breaches or omits to observe or perform its financial covenants contained in clause [11.20] of the Guarantee; or the Charterers fail to obtain and/or maintain the Insurances required under Clause 38 in accordance with the provisions thereof or any insurer in respect of such Insurances cancels the Insurances or disclaims liability with respect thereto; or

(c) the Charterers and/or the Guarantor commits any other breach of, or omits to observe or perform, any of their other obligations or undertakings in this Charter or any Leasing Document (other than a breach referred to in paragraph (a) or (b) above, paragraph (n) below or the termination or cancellation of an Approved Subcharter) unless such breach or omission is, in the reasonable opinion of the Owners, remediable and the Charterers remedy and/or the Guarantor remedies such breach or omission to the satisfaction of the Owners within fourteen (14) Business Days of notice thereof from the Owners (except that in the case of Clause 46.1(k), the relevant period shall be ten (10) Business Days of notice thereof from the Owners); or

(d) any representation or warranty made by the Charterers or the Guarantor or the Approved Manager in or pursuant to any Leasing Document proves to be untrue or misleading in a material way when made; or

(e) any of the following occurs in relation to any Financial Indebtedness of a Relevant Person:

(i) any Financial Indebtedness of a Relevant Person is not paid when due or, if so payable, on demand after any applicable grace period has expired; or

(ii) any Financial Indebtedness of a Relevant Person becomes due and payable, or capable of being declared due and payable, prior to its stated maturity date as a consequence of any event of default and not as a consequence of the exercise of any voluntary right of prepayment; or

(iii) a lease, hire purchase agreement or charter creating any Financial Indebtedness of a Relevant Person is terminated by the lessor or owner as a consequence of any termination event or event of default (howsoever defined); or

(iv) any overdraft, loan, note issuance, acceptance credit, letter of credit, guarantee, foreign exchange or other facility, or any swap or other derivative contract or transaction, relating to any Financial Indebtedness of a Relevant Person ceases to be

available or becomes capable of being terminated or declared due and payable or cash cover is required or becomes capable of being required, as a result of any termination event or event of default (howsoever defined),

provided that no Termination Event will occur under this Clause 44.1(e) in respect of a Relevant Person if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above is less than (A) in the case of a Relevant Person (other than the Guarantor and the Shareholder), $1,000,000 (or its equivalent in any other currency) in aggregate and (B) in the case of the Guarantor and the Shareholder, $20,000,000 (or its equivalent in any other currency) in aggregate, and in each of (A) and (B) above, not including any Financial Indebtedness arising directly from a claim which is frivolous or vexatious and is discharged, stayed or dismissed within fourteen (14) days of commencement; or

(f) any of the following occurs in relation to a Relevant Person:

(i) a Relevant Person becomes, in the reasonable opinion of the Owners, unable to pay their debts as they fall due; or

(ii) any assets of a Relevant Person, or any assets of the Guarantor exceeding the value of $20,000,000 (or its equivalent in any other currency) in aggregate, or the Vessel are subject to any form of execution, attachment, arrest, sequestration or distress which is not discharged within thirty (30) days (or such longer period agreed by the Owners); or

(iii) any administrative or other receiver is appointed over all or a substantial part of the assets of a Relevant Person unless as part of a solvent reorganisation which has been approved by the Owners; or

(iv) a Relevant Person makes any formal declaration of bankruptcy or any formal statement to the effect that they are insolvent or likely to become insolvent, or a winding up or administration order is made in relation to a Relevant Person, or the members or directors of a Relevant Person pass a resolution to the effect that they should be wound up, placed in administration or cease to carry on business; or

(v) a petition is presented in any Relevant Jurisdiction for the winding up or administration, or the appointment of a provisional liquidator, of a Relevant Person unless the petition is being contested in good faith and on substantial grounds and is dismissed or withdrawn within thirty (30) days of the presentation of the petition; or

(vi) a Relevant Person petitions a court, or presents any proposal for, any form of judicial or non-judicial suspension or deferral of payments, reorganisation of any of their debt or arrangement with all or a substantial proportion (by number or value) of one or more of their creditors or any such suspension or deferral of payments, reorganisation or arrangement is effected by court order, contract or otherwise; or

(vii) any meeting of the members or board of directors of a Relevant Person is summoned for the purpose of proposing to authorise or take any action of a type described in paragraphs (iii) to (vi); or

(viii) in a country other than England and Wales, any event occurs or any procedure is commenced which, in the reasonable opinion of the Owners, is similar to any of the foregoing referred to in (ii) to (vii) above inclusive; or

(g) a Relevant Person suspends or ceases carrying on its business; or

(h) any consent, approval, authorisation, license or permit necessary to enable the Charterers, any Approved Subcharterer or any Approved Manager to enable them to comply with the

obligations under any Leasing Document to which the Charterers, such Approved Subcharterer or Approved Manager is a party, as the case may be, to ensure that the obligations of the Charterers, any Approved Subcharterer or any Approved Manager (as the

case may be) are legal, valid, binding or enforceable is not granted, expires without being renewed, is revoked or becomes liable to revocation or any condition of such a consent, approval, authorisation, license or permit is not fulfilled; or

(i) any event or circumstance occurs which has or is likely to have a Material Adverse Effect; or

(j) this Charter or any Leasing Document or any Security Interest created by a Leasing Document is cancelled, terminated, rescinded or suspended or otherwise ceases to remain in full force and effect for any reason or no longer constitutes valid, binding and enforceable obligations of any party to that document for any reason whatsoever (other than the termination or cancellation of an Approved Subcharter); or

(k) a Relevant Person or Approved Manager rescinds or purports to rescind or repudiates or purports to repudiate a Leasing Document; or

(l) it is or has become:

(i) unlawful or prohibited, whether as a result of the introduction of a new law, an amendment to an existing law or a change in the manner in which an existing law is or will be interpreted or applied, including but not limited to any applicable Sanctions laws; or

(ii) contrary to, or inconsistent with, any regulation, including but not limited to any applicable Sanctions regulation,

for any Relevant Person or Approved Manager to maintain or give effect to any of its obligations under this Charter or any of the other Leasing Documents to which such Relevant Person or Approved Manager is a party in the manner it is contemplated under such Leasing Document or any of the obligations of such Relevant Person or Approved Manager under any Leasing Document to which such Relevant Person or Approved Manager is a party are not or cease to be legal, valid, binding and enforceable; or

(m) the Security Interest constituted by any Security Document is in any way imperilled or in jeopardy (other than the termination or cancellation of an Approved Subcharter); or

(n) the Charterers and/or any other Relevant Person commit breach or omit to observe or perform any of its and/or their undertakings in Clause 46.1 (o), (p), (q), (q), (r), (s) or (t) of this Charter or similar provisions in any other Leasing Documents; or

(o) there is a merger, amalgamation, demerger or corporate reconstructions of a Relevant Person other than:

(i) where, in the case of the Guarantor, the Guarantor remains the surviving legal entity following the occurrence of such event; or

(ii) any corporate reconstruction which does not have a Material Adverse Effect;

(p) there is:

(i) a change of ownership of the Charterers or the Shareholder from that set out in Clause 45.1(a); or

(ii) a Change of Control of the Guarantor,

in each case, without disclosure to the Owners and the Owners' prior written consent; or

(q) the Guarantor is de-listed from the New York Stock Exchange or has its shares trading at the New York Stock Exchange suspended for any reason; or

(r) any Termination Event (as defined in any Collateral Charter) occurs under such Collateral Charter; or

(s) the Charterers or the Guarantor fail to provide the Owners with any of the documents or evidence required under Clause 34.1(b)(iv)(C) within the timelines prescribed therein; or

(t) any lease, hire purchase agreement, charter or any other financing arrangement in respect of any Associated Vessel (other than the Vessel and the Collateral Vessels) is terminated, cancelled or repudiated by the relevant lessor or owner or financier as a consequence of any termination event or event of default (howsoever defined therein); or

(u) during the period from and including the date of this Charter up to the Delivery Date:

(i) any event specified in the Shipbuilding Contract occurs which entitles the Charterers to rescind, cancel or terminate the Shipbuilding Contract;

(ii) any event specified in the Shipbuilding Contract (including those described under article XI (*default of the buyer*) of the Shipbuilding Contract) occurs which entitles the Builders to rescind, cancel or terminate the Shipbuilding Contract;

(iii) a party to any of the Shipbuilding Contract and/or the Refund Guarantees rescinds or repudiates the Shipbuilding Contract and/or such Refund Guarantees; or

(iv) the Shipbuilding Contract or and/or any Refund Guarantee is terminated or cancelled or ceases to remain valid, legal, binding, in full force and effect for any reason whatsoever or is transferred, assigned, novated or otherwise dispoed of by the Charterers to any person (other than pursuant to any Leasing Document), unless, in the case of any Refund Guarantee only, such Refund Guarantee is replaced with a newly issued and valid Refund Guarantee in accordance with the terms of the Shipbuilding Contract.

44.2 Subject to Clause 44.3 below, upon the occurrence of a Termination Event which is continuing (other than pursuant to Clause 44.1(f), in which case the Owner's entitlement to issue the notice of termination to the Charterers under Clause 44.3 shall immediately arise), the Owners shall notify the Charterers of occurrence of the same (the "**Termination Event Notice**") whereupon the Charterers may, within three (3) Business Days of the date of the Termination Event Notice, provide to the Owners a written notice advising the Owners of their intention to pay the Termination Purchase Price to the Owners and terminate this Charter in accordance with the procedures set out in Clause 40.

44.3 If the Charterers do not notify the Owners of their intention to terminate this Charter pursuant to Clause 44.2 within three (3) Business Days of the date of the Termination Event Notice, or a Termination Event is continuing pursuant to Clause 44.1(f), then the Owners shall be entitled, provided the Termination Event is continuing, by notice to the Charterers to terminate this Charter at any time, and the Charterers shall be required to pay to the Owners the Termination Purchase Price in accordance with the procedures set out in Clause 40.

44.4 For the avoidance of doubt, notwithstanding any action taken by the Owners following a Termination Event, the Charterers shall remain liable for the outstanding obligations on their part to be performed under this Charter.

44.5 Without limiting the generality of the foregoing or any other rights of the Owners, upon the occurrence of a Termination Event which is continuing, the Owners shall have the sole and exclusive right and power to (i) settle, compromise, compound, adjust or defend any actions,

suits or proceedings relating to or pertaining to the Vessel and this Charter, (ii) make proof of loss, appear in and prosecute any action arising from any policy or policies of insurance maintained pursuant to this Charter, and settle, adjust or compromise any claims for loss, damage or destruction under, or take any other action in respect of, any such policy or policies and (iii) change or appoint a new manager for the Vessel other than the Approved Manager and the appointment of the Approved Manager may be terminated immediately without any recourse to the Owners.

CLAUSE 45 – REPRESENTATIONS AND WARRANTIES

45.1 The Charterers represent and warrant to the Owners, save as otherwise stated, as of the date of this Charter, on the date of each Payment Notice, each Instalment Payment Date, on the first day of each Pre-delivery Interest Period, the Commencement Date and on the first day of each Term as follows:

(a) the Charterers are wholly, legally and beneficially owned by the Shareholder and the Shareholder is wholly, legally and beneficially owned by the Guarantor;

(b) there has been no Change of Control of the Guarantor;

(c) each of the Relevant Persons and the Approved Manager is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(d) each of the Relevant Persons and the Approved Manager has the corporate capacity, and has taken all corporate actions and obtained all consents, approvals, authorisations, licenses or permits necessary for it:

(i) to execute each of the Leasing Documents to which it is a party; and

(ii) to comply with and perform its obligations under each of the Leasing Documents to which it is a party;

(e) all the consents, approvals, authorisations, licenses or permits referred to in Clause 45.1(d) remain in force and nothing has occurred which makes any of them liable to revocation;

(f) each of the Leasing Documents to which a Relevant Person or Approved Manager is a party constitutes such Relevant Person's or Approved Manager's legal, valid and binding obligations enforceable against such party in accordance with its respective terms and any relevant insolvency laws affecting creditors' rights generally;

(g) no third party has any Security Interest, other than the Permitted Security Interests, or any other interest, right or claim over, in or in relation to the Vessel, this Charter or any moneys payable hereunder and/or any of the other Leasing Documents;

(h) all payments which a Relevant Person is liable to make under any Leasing Document to which such Relevant Person is a party may be made by such party without deduction or withholding for or on account of any tax payable under the laws of the jurisdiction of incorporation;

(i) no legal or administrative action involving a Relevant Person or Approved Manager has been commenced or taken which is likely to have a Material Adverse Effect;

(j) each of the Relevant Persons and Approved Manager has paid all taxes applicable to, or imposed on or in relation to it, its business or if applicable, the Vessel, except for those being contested in good faith with adequate reserves;

(k) the choice of governing law as stated in each Leasing Document to which a Relevant Person or Approved Manager is a party and the agreement by such party to refer disputes to the

relevant courts or tribunals as stated in such Leasing Document are valid and binding against such Relevant Person or Approved Manager;

(l) no Relevant Person or Approved Manager nor any of their assets are entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, set-off, attachment prior to judgment, execution or other enforcement);

(m) the obligations of each Relevant Person or Approved Manager under each Leasing Document to which it is a party, are its direct, general and unconditional obligations and, rank at least *pari passu* with all of its other present and future unsecured and unsubordinated creditors save for any obligation which is mandatorily preferred by law and not by virtue of any contract;

(n) no Relevant Person or Approved Manager is a US Tax Obligor, and no Relevant Person has established a place of business in the United Kingdom or the United States of America;

(o) no Relevant Person, Approved Manager nor any of their respective directors, officers, employees or agents is a Restricted Person, and none of the Approved Subcharterer, the Builders or the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) nor, to the best of the Charterers' knowledge and belief, any of its directors, officers, employees or agents is a Restricted Person (in the case of an employee or agent within the scope of their employment or agency on behalf of the Builder or Refund Guarantor and solely in connection with this Agreement);

(p) each Relevant Person and Approved Manager and their respective directors, officers, employees and agents (in the case of an employee or agent within the scope of their employment or agency on behalf of the Builder or Refund Guarantor and solely in connection with this Agreement), and to the best of the Charterers' knowledge and belief, the Approved Subcharterer, the Builders and the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to but excluding the Delivery Date only) and its directors, officers, employees and agents (in the case of an employee or agent within the scope of their employment or agency on behalf of the Builder or Refund Guarantor and solely in connection with this Agreement), is in compliance with all Sanctions laws, and none of them have been or are currently being investigated on compliance with Sanctions, they have not received notice or are aware of any claim, action, suit or proceeding against any of them with respect to Sanctions and they have not taken any action to evade the application of Sanctions;

(q) each Relevant Person and Approved Manager, and to the best of the Charterers' knowledge and belief (after due and careful enquiry) each of the Approved Subcharterers, the Builders and the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to but excluding the Delivery Date only), is not in breach of Anti-Money Laundering Laws, Anti-Terrorism Financing Laws and/or Business Ethics Laws and each of the Relevant Persons and Approved Manager has instituted and maintained systems, controls, policies and procedures designed to:

(i) prevent and detect incidences of bribery and corruption, money laundering and terrorism financing; and

(ii) promote and achieve compliance with Anti-Money Laundering Laws, Anti-Terrorism Financing Laws and Business Ethics Laws.

(r) intentionally deleted;

(s) none of the Relevant Persons and the Approved Manager is insolvent or in liquidation or administration or subject to any other formal or informal insolvency procedure, and no

receiver, administrative receiver, administrator, liquidator, trustee or analogous officer has been appointed in respect of the Relevant Persons or the Approved Manager or all or material part of their assets;

(t) that in respect of the Shipbuilding Contract, each Refund Guarantee and any Approved Subcharter:

(i) the copy of each of the Shipbuilding Contract, the Refund Guarantees and such Approved Subcharter provided to the Owners (if required to be provided under the terms of this Charter) is a true and complete copy and there have been no amendments, supplements or variations to the same; and

(ii) in respect of the Shipbuilding Contract only:

(A) all amounts due and payable by the Charterers to the Builders under the Shipbuilding Contract hereof have been fully and irrevocably paid to the Builders (receipt of which has been duly acknowledged by the Builders) and there are no outstanding amounts as at the date hereof which are due, owing or payable to the Builders thereunder;

(B) each of the Shipbuilding Contract and the Refund Guarantees remains in full force and effect;

(C) no default by the either Builder described in article X (*cancellation, rejection and rescission by the buyer*) of the Shipbuilding Contract has occurred entitling the Charterers (as buyer under the Shipbuilding Contract) to cancel, rescind or terminate the Shipbuilding Contract prior to the Delivery Date; and

(D) no default by the Charterers (as buyer under the Shipbuilding Contract) described in article XI (*default of the buyer*) of the Shipbuilding Contract has occurred entitling the Builders to cancel, rescind or terminate the Shipbuilding Contract;

(u) no Termination Event or Potential Termination Event is continuing or might reasonably be expected to result from the entry into and performance of this Charter or any other Leasing Document;

(v) as at the date of this Charter, the Charterers have not entered into any other investments, any sale or leaseback agreements, any off-balance sheet transaction or incur any other liability or obligation (including without limitation, any Financial Indebtedness of any obligations under a guarantee) except:

(i) liabilities and obligations under the Leasing Documents to which it is or, as the case may be, will be a party; or

(ii) liabilities or obligations reasonably incurred in the normal course of its business of trading, operating and chartering, maintaining and repairing the Vessel; and

(w) any factual information provided by the Charterers (or on their behalf) to the Owners was true and accurate in all material respects as at the date it was provided or as the date at which such information was stated.

CLAUSE 46 – CHARTERERS' UNDERTAKINGS

46.1 The Charterers undertake that they shall comply or procure compliance with the following undertakings commencing from the date of this Charter and up to the last day of the Charter Period:

(a) there shall be sent to the Owners:

(i) as soon as possible, but in no event later than ninety (90) days after the end of each financial half-year, the consolidated semi-annual accounts of the Guarantor certified as to their correctness by an officer of the Guarantor;

(ii) as soon as possible, but in no event later than one hundred and eighty (180) days after the end of each financial year of the Guarantor, the audited consolidated annual financial reports of the Guarantor;

(b) they will provide to the Owners, promptly at the Owners' request, copies of all notices and minutes relating to any of their extraordinary shareholders' meeting which are despatched to the Charterers' or the Guarantor's respective shareholders or any class of them, save that publicly disclosed notices and minutes not concerning the Vessel or these Leasing Documents need not be provided to the Owners under this clause;

(c) they will provide to the Owners, promptly at the Owners' requests, copies of all notices and notices of meetings which are despatched to the Charterers' or Guarantors' other creditors (if any), provided that, in the case of the Guarantor only, any announcement published by the Guarantor on the New York Stock Exchange, United States Securities and Exchange Commission and Oslo Stock Exchange shall serve as a provision of the relevant notices to the Owners' satisfaction;

(d) they will provide or will procure that each other Relevant Person and Approved Manager provides the Owners with details of any legal, arbitral or administrative action involving any Relevant Person or the Vessel as soon as such action is instituted or it becomes apparent to any Relevant Person or Approved Manager that it is likely to be instituted and is likely to have a Material Adverse Effect (and in the case of the relevant Relevant Person being the Guarantor, where the claim under such legal, arbitral or administrative action exceeds the sum of US$5,000,000);

(e) they will, and will procure that each other Relevant Person and Approved Manager obtain and promptly renew or procure the obtainment or renewal of and provide copies of, from time to time, any necessary consents, approvals, authorisations, licenses or permits of any regulatory body or authority for the transactions contemplated under each Leasing Document to which any Relevant Person or Approved Manager is a party (including without limitation to sell, charter and operate the Vessel);

(f) they will not, and will procure that each other Relevant Person and Approved Manager will not, create, assume or permit to exist any Security Interest of any kind upon any Leasing Document to which any Relevant Person or Approved Manager is a party, and if applicable, the Vessel, in each case other than the Permitted Security Interests;

(g) they will at their own cost, and will procure that each other Relevant Person and Approved Manager will:

(i) do all that any Relevant Person or Approved Manager reasonably can to ensure that any Leasing Document to which any Relevant Person or Approved Manager is a party validly creates the obligations and the Security Interests which any Relevant Person or Approved Manager purports to create; and

(ii) without limiting the generality of paragraph (i), promptly register, file, record or enrol any Leasing Document to which any Relevant Person or Approved Manager is a party with any court or authority in all Relevant Jurisdictions, pay any stamp duty,

registration or similar tax in all Relevant Jurisdictions in respect of any Leasing Document to which any Relevant Person or Approved Manager is a party, give any notice or take any other step which, is or has become necessary or desirable for any

such Leasing Document to be valid, enforceable or admissible in evidence or to ensure or protect the priority of any Security Interest which any Relevant Person or Approved Manager creates;

(h) they will, and will procure that each other Relevant Person, notify the Owners immediately of the occurrence of:

(i) any default by the Builders described in article X (*cancellation, rejection and rescission by the Buyer*) of the Shipbuilding Contract;

(ii) any default by the Refund Guarantor under the terms of any Refund Guarantee;

(iii) any default of the Charterers described in article XI (*default of the buyer*) of the Shipbuilding Contract;

(iv) any damage and/or alteration caused to the Vessel by any reason whatsoever which results, or may be expected to result, in repairs on the Vessel which exceed $1,000,000;

(v) any material safety incidents taking place on board the Vessel;

(vi) any Termination Event;

(vii) any default by either the Approved Subcharterer of any Approved Subcharter or the Charterers of the terms of any Approved Subcharter;

(viii) an event of default or termination event howsoever called under the terms of any Approved Subcharter entitling either the Charterers to terminate such Approved Subcharter;

(ix) an event of default or termination event howsoever called under the terms of any Approved Subcharter entitling the relevant Approved Subcharterer to terminate such Approved Subcharter which has not been unconditionally waived by such Approved Subcharterer;

(x) any claim which is made against or in connection with the Vessel or any Environmental Incident;

(xi) any arrest or detention of the Vessel (that will or is likely to exceed thirty (30) days), any exercise or purported exercise of any lien on the Vessel or its Earnings or any requisition of the Vessel for hire; or

(xii) any casualty or occurrence as a result of which the Vessel has become a Major Casualty,

and will keep the Owners fully up-to-date with all developments and the Charterers will, if so requested by the Owners, provide a certificate signed by an officer, confirming that there exists no Potential Termination Event or Termination Event;

(i) they will, and will procure that each other Relevant Person and Approved Manager will, as soon as practicable after receiving the request, provide the Owners with any additional financial or other information relating:

(i) to the Relevant Person and/or the Vessel (including, but not limited to the condition and location of the Vessel); or

(ii) to any other matter relevant to, or to any provision of any Leasing Document to which any Relevant Person or Approved Manager is a party,

which may be reasonably requested by the Owners (or their financiers (if any)) at any time;

(j) without prejudice to Clause 46.1(p), comply, or procure compliance, and will procure that each other Relevant Person, Approved Subcharterer and Approved Manager will comply or procure compliance, with all laws or regulations relating to the Vessel and its ownership, employment, operation, management and registration, including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Vessel's registry;

(k) the Vessel shall be classed with the Classification Society and shall be free of all overdue conditions, recommendations and requirements;

(l) they will ensure and procure that:

(i) the Market Value of the Vessel shall be ascertained from time to time in the following circumstances:

(aa) upon the occurrence of a Potential Termination Event or a Termination Event which is continuing, at any time at the request of the Owners; and

(bb) in the absence of occurrence of a Potential Termination Event or Termination Event, the Charterers shall procure valuation reports to be issued by the Approved Valuers on the earliest of the following dates (the "**Market Value Test Date**"), such reports shall be delivered to the Owners evidencing the Market Value as at a date no earlier than thirty (30) days prior to the Market Value Test Date:

(A) the date on which the Initial Subcharter is terminated or expired before the end of the Charter Period; and

(B) the date on which the Vessel is redelivered to the Charterers (in their capacity as disponent owners under the Initial Subcharter) in accordance with the terms of the Initial Subcharter; and

(ii) the Charterers shall pay the amount of the fees and expenses incurred by the Owners in connection with any matter arising out of this paragraph (l);

(m) if, pursuant to Clause 46.1(l), it is determined that the Market Value of the Vessel falls below the applicable LTV Threshold (the "**LTV Breach**" and the said difference between the Market Value of the Vessel and the applicable LTV Threshold shall be referred to as the "**shortfall**"), the Charterers shall, upon request, promptly and in any event no later than the date falling thirty (30) days after the Owners' request, at the Owners' discretion, either:

(i) make payment in an amount such as to eliminate the shortfall which payment shall be deemed to be an advance payment of hire and credited against future instalment(s) of Charterhire A (or part thereof) payable pro rata; and/or

(ii) provide, or ensure that a third party has provided, cash collateral deposited into the Owners' designated account or other additional Security Interests which, has a Market Value (in the case of a Security Interests over a vessel) or otherwise in the opinion of the Owners (in the case of Security Interests over any other asset) has a net realisable value at least equal to the shortfall and is acceptable to the Owners, and which is documented in such terms as the Owners may require. Following the provision of the cash collateral or any additional Security Interest pursuant to this

Clause 46.1(m)(ii), if the Charterers furnish to the Owners (at their costs) valuation reports which are issued by the Approved Valuers evidencing that the Market Value of the Vessel (without taking into the value of such cash collateral or additional Security Interest) continues to so exceed an amount equivalent to the applicable LTV Threshold for a period of not less than ninety (90) days, the Charterers may by notice to the Owners request the release of the cash collateral (free of any interest) or the relevant additional Security Interests (as the case may be) at the Charterers' expense. So long as no Termination Event has occurred which is continuing at such time or will result from such release or no LTV breach will occure following such release, the Owners shall release the cash collateral or the relevant additional Security Interests to the Charterers or to their order;

(n) intentionally deleted;

(o) they shall comply, shall procure that each other Relevant Person and Approved Manager will comply, and shall use all reasonable endeavours to procure that each of the Approved Subcharterer, the Builders and the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) will comply, with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy to ensure compliance with all such laws and regulations implemented from time to time;

(p) the Vessel shall not be employed, operated or managed in any manner which (i) is contrary to any Sanctions and in particular, the Vessel shall not be used by or to benefit any party which is a target of Sanctions and/or is a Restricted Person or call at any port in any of the Restricted Countries or trade to any area or country where trading the Vessel to such area or country would constitute or reasonably be expected to constitute a breach of any Sanctions or published boycotts imposed by any of the United Nations, the European Union, the United States of America, the United Kingdom or the People's Republic of China, (ii) would result or reasonably be expected to result in any Relevant Person, Approved Subcharterer, Approved Manager or the Owners becoming a Restricted Person or (iii) would trigger the operation of any sanctions limitation or exclusion clause in any insurance documentation;

(q) they shall, shall procure that each other Relevant Person and Approved Manager shall, and shall use reasonable endeavours to procure that each of the Approved Subcharterers, the Builders and the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) shall, promptly notify the Owners of any non-compliance, by any Relevant Person, Approved Subcharterer or Approved Manager or their respective officers, directors, employees, consultants, agents or intermediaries, with all laws and regulations relating to Sanctions, Anti-Money Laundering Laws, Anti-Terrorism Financing Laws and/or Business Ethics Laws (including but not limited to notifying the Owners in writing immediately upon being aware that any Relevant Person, Approved Subcharterer, Approved Manager, either Builder or the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or its shareholders, directors, officers or employees is a Restricted Person or has otherwise become a target of Sanctions) as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws;

(r) they shall, shall procure that each other Relevant Person and Approved Manager shall, and shall use reasonable endeavours to procure that each of the Approved Subcharterers, the Builders and the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery

Date only) shall:

(i) comply with all Anti-Money Laundering Laws, Anti-Terrorism Financing Laws and Business Ethics Laws;

(ii) maintain systems, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws, Anti-Terrorism Financing Laws and Business Ethics Laws;

(iii) in respect of the Charterers, not use, or permit or authorize any person to directly or indirectly use, the Financing Amount for any purpose that would breach any Anti-

Money Laundering Laws, Anti-Terrorism Financing Laws or Business Ethics Laws; and

(iv) cooperate and comply with any applicable Emission Scheme and all Environmental Laws;

(s) in respect of the Charterers, not lend, invest, contribute or otherwise make available the Financing Amount to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws, Anti-Terrorism Financing Laws or Business Ethics Laws;

(t) they shall not appoint or permit to be appointed any manager of the Vessel unless it is an Approved Manager and such Approved Manager has (prior to accepting its appointment) entered into a Manager's Undertaking;

(u) they shall ensure that all Earnings and any other amounts received by them in connection with the Vessel are paid into the Operating Account and they shall procure any Approved Subcharterer to pay into the Operating Account;

(v) upon request, they will provide or they will procure to be provided to the Owners the report(s) of the survey(s) conducted pursuant to Clause 7 of this Charter in form and substance satisfactory to the Owners;

(w) they shall not permit the sub-chartering of the Vessel save for pursuant to an Approved Subcharter provided that:

(i) in the case of a request from the Charterers for the Owners' written consent to the terms of any Approved Subcharter being a bareboat charter (irrespective of duration) or a time charter exceeding or capable of exceeding twelve (12) months (taking into account any optional extension periods), the Owners shall respond to such request within one (1) Business Day or any other longer period agreed between the Owners and the Charterers; and

(ii) as a condition precedent to the execution of any Approved Subcharter which is a bareboat charter (irrespective of duration) or a time charter of a period exceeding or capable of exceeding twelve (12) months (taking into account any optional extension periods), the Charterers shall:

(A) assign all their rights and interests under such Approved Subcharter and uses reasonable endeavours to procure the Approved Subcharterer of such Approved Subcharter to give a written acknowledgment of such assignment and provide such documents as the Owners may reasonably require regarding the due execution of such Approved Subcharter; and

(B) in case such Approved Subcharter is a bareboat charter (irrespective of duration), procure the Approved Subcharterer of such Approved Subcharter to execute a general assignment to assign their rights under the Insurances, Earnings and Requisition Compensation in

respect of the Vessel, in favour of the Owners, each in a form acceptable to the Owners;

(x) in respect of an Approved Subcharter (other than a Short Term Time Subcharter) which contains an option to extend the charter period, they shall notify the Owners as soon as they become aware that the relevant Approved Subcharterer of such Approved Subcharter does not intend to, or has not by the date falling twenty (20) days prior to the date on which such Approved Subcharter will expire, exercise the relevant option to extend the charter period of such Approved Subcharter in accordance with the terms thereunder;

(y) in respect of an Approved Subcharter other than a Short Term Time Subcharter, save with the prior written consent of the Owners, they shall not, and shall procure that the relevant Approved Subcharterer of such Approved Subcharter shall not, agree or enter into any transaction, arrangement, document or do or omit to do anything which will have the effect of varying, amending, supplementing or waiving any material term of such Approved Subcharter.

In this Clause 46.1(y), "**material term**" means, without limitation, terms regarding payment of hire (unless such amendment contemplates increase of hire rate), duration of charter period, assignability of such Approved Subcharter, the account to which hire is paid to, compliance with sanctions, reduction of the charterhire rate or charterhire payment frequency, off-hire and termination events;

(z) they shall not make or pay any dividend or other distribution (in cash or in kind) in respect of its issued shares following the occurrence of a Potential Termination Event or Termination Event or which would result in a Potential Termination Event or Termination Event;

(aa) the Vessel shall be registered under the Flag State at all times;

(bb) they shall not enter into any other investments, any sale or leaseback agreements, any off-balance sheet transaction or incur any other liability or obligation (including without limitation, any Financial Indebtedness of any obligations under a guarantee) except:

(i) liabilities and obligations under the Leasing Documents to which it is or, as the case may be, will be a party; or

(ii) liabilities or obligations reasonably incurred in the normal course of its business of trading, operating and chartering, maintaining and repairing the Vessel;

(cc) save with the Owners' prior consent in writing, they shall not agree or enter into, and shall procure that none of the Builders or the Refund Guarantor will not agree or enter into, any transaction, arrangement, document or do or omit to do anything which will have the effect of materially varying, amending, supplementing or waiving any term of the Shipbuilding Contract and/or any Refund Guarantee including, but without limitation, any amendment to (i) the Specifications (as defined under the Shipbuilding Contract) the result of which shall materially alter the type and size of the Vessel, reduce the value of the Vessel and/or adversely affect the merchantability of the Vessel, (ii) the scheduled delivery date specified in paragraph 1 of article VII of the Shipbuilding Contract, (iii) the Contract Price and the payment terms thereof, (iv) article X or XI or any other terms and conditions relating to the cancellation, rejection, rescission or termination rights of the Charterers (as buyers) or the Builders under the Shipbuilding Contract, (v) the expiry date and/or of any Refund Guarantee and/or (vi) any other provision under any Refund Guarantee and/or the Shipbuilding Contract which may otherwise adversely impact on the rights of the Owner under the Leasing Documents;

(dd) they shall promptly notify the Owners as soon as they become aware of the occurrence of:

(i) any default which is continuing and not remedied by either the Charterers or Builders of the terms of the Shipbuilding Contract;

(ii) any event entitling the Charterers or the Builders to terminate or rescind the Shipbuilding Contract; or

(iii) any event constituting a buyer's default referred to under article XI (*default of the buyer*) of the Shipbuilding Contract.

(ee) they undertake that they will at all times comply, and require compliance by:

(i) all sub-charterers of the Vessel; and

(ii) all parties (each a "**Counterparty**") with whom the Charterer or a sub-charterer enters into a contract of carriage in respect of the Vessel,

with the Russian Oil Price Cap Measures;

(ff) without prejudice to the generality of paragraph (ee) above, they undertake that they will prior to the Vessel first commencing lifting or loading of Russian Oil Products (including any ship-to-ship or similar transfer) or the effective date of a contract between themselves and an applicable Counterparty (whichever is earlier) and, throughout the duration of each contract, prior to any lifting or loading of Russian Oil Products (including any ship-to-ship or similar transfer) obtain:

(i) price information demonstrating that the Russian Oil Products were purchased at or below the applicable price cap; or

(ii) a signed attestation from its applicable Counterparty that the Russian Oil Products were purchased at or below the applicable price cap; or

(iii) documentary evidence that the purchase of the Russian Oil Products was pursuant to a licence or an exception granted by the relevant authority in each applicable jurisdiction;

(gg) in addition to the generality of the undertaking at paragraph (ee) above, they shall promptly, and in any event no later than 30 days after the Vessel commencing any lifting or loading of Russian Oil Products (including any ship-to-ship or similar transfer) provide to the Owners such of the following:

(i) price information demonstrating that the Russian Oil Products were purchased at or below the applicable price cap; and/or

(ii) an attestation signed by an authorised signatory in the form set out in Schedule VI (*Form of Attestation to be issued by the Charterers)* or such other form as may be agreed by the Owners confirming that the Charterers have complied in all respects with the Russian Oil Price Cap Measures; and/or

(iii) documentary evidence that the purchase of the Russian Oil Products was pursuant to a licence or an exception granted by the relevant authority in each applicable jurisdiction;

(hh) without prejudice to the generality of paragraph (ee) above, they undertake to the Owners that they will ensure that any sub-charter or other contract of carriage in respect of the Vessel will include for the benefit of the Charterers provisions requiring the sub-charterer or person

to whom the Charterers have sub-let the Vessel or with whom they have entered into a contract of carriage to comply with the Russian Oil Price Cap Measures and to provide such information and documentation at such times as is necessary for the Charterers to comply with Clauses 46.1(ee) to (ll);

(ii) they undertake that they will:

(i) provide the Owners with such information, and at such times, as they may require for the purposes of the Owners satisfying any record keeping obligations applicable to them or an Affiliate under the Russian Oil Price Cap Measures;

(ii) promptly upon request and within 30 days of any request provide the Owners with such other information in relation to compliance with the Russian Oil Price Cap Measures as the Owners may from time to time reasonably request including without limitation any information relating to ancillary costs as may be specified from time to time pursuant to the Russian Oil Price Cap Measures; and

(iii) comply with such further or additional requirements as the Owners may from time to time require in writing, acting reasonably, in response to changes to any of the Russian Oil Price Cap Measures, or the introduction of similar measures relating to Russian Oil Products, or changes to any guidance, application, interpretation or market practice in respect of the Russian Oil Price Cap Measures.

The obligations in this paragraph (ii) are continuing and, in particular, shall survive and remain binding on the Charterers until all attestations and such other information as may be requested pursuant to this paragraph (ii) have been received in satisfactory form by the Owners;

(jj) they shall undertake appropriate due diligence on their counterparties to satisfy themselves, based on the information available, of the reliability and accuracy of any information provided by such counterparties for the purposes of or relating to satisfying the requirements of paragraph (ff) above;

(kk) they agree that the Owners may forward all attestations and other documents which the Charterers may from time to time deliver to the Owners pursuant to paragraphs (gg) and (ii) above to any applicable regulators or to any other party to which the Owners may be required to forward or disclose such attestations or other documents in accordance with the Russian Oil Price Cap Measures; and

(ll) they acknowledge and agree that the Owners may request any attestations, other documents and information pursuant to this Clause and disclose the same to enable an Affiliate of the Owners to satisfy any requirement of the Russian Oil Price Measures.

CLAUSE 47 – PURCHASE OPTION

47.1 The Charterers shall have the option to purchase the Vessel, in case of paragraph (a), (b) or (c) below, on any Business Day starting on and from the Commencement Date (a "**Purchase Option Date**") specified in a notice (the "**Purchase Option Notice**") at the Purchase Option Price on any of the following instances:

(a) on the occurrence of any of the events set out under Clause 44.1(f) (iv), (v), (vi) and (viii) in respect of the Owners;

(b) where the Owners cease to be under the control of the China Merchants Group; or

(c) starting on and from the Commencement Date (subject always to giving the Owners not less than thirty (30) days prior written notice).

47.2 A Purchase Option Notice shall be signed by a duly authorised officer or attorney of the Charterers and, once delivered to the Owners, is irrevocable and the Charterers shall be bound to pay to the Owners the Purchase Option Price on the Purchase Option Date.

47.3 Only one Purchase Option Notice may be served throughout the duration of the Charter Period (unless otherwise agreed by the Owners in their absolute discretion).

47.4 Upon the Owners' receipt in full of the Purchase Option Price, the Owners shall (except in the case of Total Loss) transfer the legal and beneficial ownership of the Vessel on an "as is where is" basis (and otherwise in accordance with the terms and conditions set out at Clause 49.1) to the Charterers or their nominees (subject to provision of the satisfactory know-your-client materials to the Owners) and shall execute a bill of sale and a protocol of delivery and acceptance evidencing the same and any other document strictly necessary to transfer the title of the Vessel to the Charterers or their nominees (subject to provision of the satisfactory know-your-client materials to the Owners) (and to the extent required for such purposes the Vessel shall be deemed first to have been redelivered to the Owners).

CLAUSE 48 – PURCHASE OBLIGATION

48.1 Subject to other provisions of this Charter, in consideration of the Owners entering into this Charter, unless this Charter is terminated before natural expiration or the Owners and the Charterers agree otherwise, the Charterers shall be obliged to purchase from the Owners all of the Owners' beneficial and legal right, title and interest in the Vessel and all belonging to her in the following manner:

(a) on the Purchase Obligation Date (or such other date agreed by the Owners and the Charterers otherwise) at the Purchase Obligation Price and the Owners and the Charterers shall perform their obligations referred to in Clause 49 (*Sale of the Vessel by Purchase Option or Purchase Obligation*); or

(b) if earlier, in the event it becomes unlawful in any applicable jurisdiction for the Owners to perform any of their obligations as contemplated by the Leasing Documents, (subject always to sixty (60) days' negotiation period after the Owners giving notice to the Charterers) on the next Payment Date following such occurrence (or such earlier date as mutually agreed by the Charterers and the Owners) at the Termination Purchase Price in accordance with the procedures set out in Clause 40 (*Termination, Redelivery and Total Loss*).

CLAUSE 49 – SALE OF THE VESSEL BY PURCHASE OPTION OR PURCHASE OBLIGATION

49.1 Completion of the exercise of the Purchase Option (by the Charterers) or the Purchase Obligation (by the Owners) shall respectively take place on the Purchase Option Date or the Purchase Obligation Date (as the case may be), whereupon the Owners will sell to the Charterers (or their nominee (subject to provision of the satisfactory know-your-client materials to the Owners)), and the Charterers (or their nominee (subject to provision of the satisfactory know-your-client materials to the Owners)) will purchase from the Owners, all the legal and beneficial interest and title in the Vessel, for the Purchase Option Price or the Purchase Obligation Price (as the case may be) on an "as is where is" basis and on the following terms and conditions:

(a) the Charterers expressly agree and acknowledge that no condition, warranty or representation of any kind is or has been given by or on behalf of the Owners in respect of the Vessel or any part thereof, and accordingly the Charterers confirm that they have not, in entering into this Charter, relied on any condition, warranty or representation by the Owners

or any person on the Owners' behalf, express or implied, whether arising by law or otherwise

in relation to the Vessel or any part thereof, including, without limitation, warranties or representations as to the description, suitability, quality, merchantability, fitness for any purpose, value, state, condition, appearance, safety, durability, design or operation of any kind or nature of the Vessel or any part thereof, and the benefit of any such condition, warranty or representation by the Owners is hereby irrevocably and unconditionally waived by the Charterers to the extent permissible under applicable law, the Charterers hereby also waive any rights which they may have in tort in respect of any of the matters referred to under this Clause and irrevocably agree that the Owners shall have no greater liability in tort in respect of any such matter than they would have in contract after taking account of all of the foregoing exclusions. No third party making any representation or warranty relating to the Vessel or any part thereof is the agent of the Owners nor has any such third party authority to bind the Owners thereby. Notwithstanding anything contained above, nothing contained herein is intended to obviate, remove or waive any rights or warranties or other claims relating thereto which the Charterers (or their nominee (subject to provision of the satisfactory know-your-client materials to the Owners)) or the Owners may have against the manufacturer or supplier of the Vessel or any third party;

(b) the Vessel shall be free from any Financial Instrument granted by the Owners;

(c) the Purchase Option Price or the Purchase Obligation Price (as the case may be) shall be paid by (or on behalf of) the Charterers to the Owners on respectively the Purchase Option Date or the Purchase Obligation Date, together with unpaid amounts of Charterhire and other moneys owing by or accrued or due from the Charterers under this Charter on or prior to the Purchase Option Date or Purchase Obligation Date (as the case may be) which remain unpaid; and

(d) upon the Purchase Obligation Price and all other moneys payable under this Charter (including, without limitation, any documented unpaid sums, legal fees and other costs and expenses reasonably incurred by the Owners) being fully and irrevocably paid to the Owners on, and in accordance with, the terms set forth in this Charter, (except in the case of Total Loss) the Owners agree (at the cost of the Charterers) to enter into (i) a bill of sale and (ii) a protocol of delivery and acceptance (and to the extent required for such purposes the Vessel shall be deemed first to have been redelivered to the Owners).

CLAUSE 50 – INDEMNITIES

50.1 The Charterers shall, upon the Owners' demand, fully indemnity, and keep indemnified and paid to the to the Owners any sum or amount in respect of all documented claims, expenses, liabilities, losses, fees (including, but not limited to, any vessel registration and tonnage fees) suffered or incurred by or imposed on the Owners arising from this Charter and any Leasing Document or in connection with delivery, possession, performance, control, registration, repair, survey, insurance, maintenance, manufacture, purchase, ownership and operation of the Vessel by the Owners and the costs related to the prevention or release of liens or detention of or requisition, use, operation or redelivery, sale or disposal of the Vessel or any part of it, enforcement of the Owners' rights under any Leasing Document, and whether prior to, during or after termination of the leasing of this Charter and whether or not the Vessel is in the possession or the control of the Charterers or otherwise. Without prejudice to its generality, this Clause covers any documented claims, expenses, liabilities and losses which arise, or are asserted, under or in connection with any law relating to safety at sea, the ISM Code, the ISPS Code, the MARPOL Protocol, any Environmental Law, any Sanctions, Anti-Money Laundering Laws, Anti-Terrorism Financing Laws or Business Ethics Laws.

50.2 Without prejudice to the above Clause 50.1, if any sum (a "**Sum**") due from a Relevant Person under the Leasing Documents, or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is

payable into another currency (the "**Second Currency**") for the purpose of:

(a) making or filing a claim or proof against that Relevant Person; or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Charterers shall, as an independent obligation, on demand, indemnify the Owners against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

50.3 The obligations of the Charterers under Clause 50 and in respect of any Security Interest created pursuant to the Security Documents will not be affected or discharged by an act, omission, matter or thing which would reduce, release or prejudice any of its obligations under Clause 50 or in respect of any Security Interest created pursuant to the Security Documents (without limitation and whether or not known to it or any Relevant Person or Approved Manager) including:

(a) any time, waiver or consent granted to, or composition with, any Relevant Person or Approved Manager other person;

(b) the release of any other Relevant Person or Approved Manager or any other person under the terms of any composition or arrangement with any creditor of the Guarantor or any of its Affiliates;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or delay in perfecting, or refusal or neglect to take up or enforce, or delay in taking or enforcing any rights against, or security over assets of, any Relevant Person or Approved Manager 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 a Relevant Person or Approved Manager or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Leasing Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Security Document or any other document or security; or

(g) any insolvency or similar proceedings.

50.4 Notwithstanding anything to the contrary under the Leasing Documents (but subject and without prejudice to Clause 33) and without prejudice to any right to damages or other claim which the Charterers may have at any time against the Owners under this Charter, the indemnities provided by the Charterers in favour of the Owners shall continue in full force and effect notwithstanding any breach of the terms of this Charter or such Leasing Document or termination or cancellation of this Charter or such Leasing Document pursuant to the terms hereof or thereof or termination of this Charter or such Leasing Document by the Owners.

50.5 In consideration of the Charterers requesting the Collateral Owners to charter the Collateral Vessels to the Collateral Charterers under the Collateral Charters, the Charterers hereby irrevocably and unconditionally undertake to pay immediately on demand from the Collateral

Owners (or any of them, as the case may be) such amounts in respect of all claims, expenses, liabilities, losses, fees of every kind and nature and all other moneys due but unpaid to the

Collateral Owners under or in connection with the Collateral Charters, and to indemnify and hold the Collateral Owners harmless against all such moneys, costs, fees and expenses.

50.6 All rights which the Charterers have at any time (whether in respect of this Charter or any other transaction) against the Collateral Charterers or the Guarantor or any of them shall be fully subordinated to the rights of the Owners under the Leasing Documents and until the end of this Charter and unless the Owners otherwise direct, the Charterers shall not exercise any rights which it may have (whether in respect of this Charter or any other transaction) by reason of performance by it of its obligations under the Leasing Documents or by reason of any amount becoming payable, or liability arising, under this Clause:

(a) to be indemnified by the Collateral Charterers or the Guarantor or any of them;

(b) to claim any contribution from any third party providing security for, or any other guarantor of, the Collateral Charterers' or the Guarantor's obligations under the Leasing Documents;

(c) to take any benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Collateral Charterers or the Guarantor or any of them under the Leasing Documents or of any other guarantee or security taken pursuant to, or in connection with, the Leasing Documents by any of the aforesaid parties;

(d) to bring legal or other proceedings for an order requiring any of the Collateral Charterers or the Guarantor or any of them to make any payment, or perform any obligation, in respect of any Leasing Document;

(e) to exercise any right of set-off against any of the Collateral Charterers or the Guarantor or any of them; and/or

(f) to claim or prove as a creditor of any of the Collateral Charterers or the Guarantor or any of them,

and if the Charterers 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 Owners or the Collateral Owners by the Collateral Charterers or the Guarantor or any of them under or in connection with the Leasing Documents to be repaid in full on trust for the Owners or the Collateral Owners and shall promptly pay or transfer the same to the Owners or the Collateral Owners as may be directed by the Owners.

50.7 The Charterers hereby irrevocably agree to indemnify and hold harmless the Owners against any claim, expense, liability or loss reasonably incurred by the Owners in funding the Purchase Price for the acquisition of the Vessel pursuant to the MOA (including but not limited to the event that the Purchase Price is deposited but not released in accordance with the SWIFT payment).

50.8 Notwithstanding anything to the contrary herein (but subject and without prejudice to Clause 33 (*Cancellation*)) and without prejudice to any right to damages or other claim which the Charterers may have at any time against the Owners under this Charter, the indemnities provided by the Charterers in favour of the Owners shall continue in full force and effect notwithstanding any breach of the terms of this Charter or termination of this Charter pursuant to the terms hereof or termination of this Charter by the Owners.

CLAUSE 51 – NO SET-OFF OR TAX DEDUCTION

51.1 All Pre-delivery Interest, the Remittance Interests, Charterhire, Advance Charterhire or payment of the Purchase Obligation Price or the Purchase Option Price and any other payment

made from the Charterers to enable the Owners to pay all amounts under a Leasing Document shall be paid punctually:

(a) without any form of set-off (except in the case of the Advance Charterhire which shall be set off in accordance with Clause 36.2), cross-claim or condition and in the case of Pre-delivery Interest, the Remittance Interests, Charterhire or Advance Charterhire, without previous demand unless otherwise agreed with the Owners; and

(b) free and clear of all present and future taxes, levies, duties, deductions or withholding of any nature whatsoever, whether levied now or in the future, unless required by law.

51.2 Without prejudice to Clause 51.1, if the Owners are required by law to make a tax deduction from any payment:

(a) the Owners shall notify the Charterers as soon as they become aware of the requirement; and

(b) the amount due in respect of the payment shall be increased by the amount necessary to ensure that the Owners receive and retain (free from any liability relating to the tax deduction) a net amount which, after the tax deduction, is equal to the full amount which they would otherwise have received.

51.3 In this Clause "**tax deduction**" means any deduction or withholding for or on account of any present or future tax, other than a FATCA Deduction.

CLAUSE 52 – INCREASED COSTS

52.1 This Clause 52 applies if the Owners notify the Charterers that they consider that as a result of:

(a) the introduction or alteration after the date of this Charter of a law or an alteration after the date of this Charter in the manner in which a law is interpreted or applied (disregarding any effect which relates to the application to payments under this Charter of a tax on the Owners' overall net income); or

(b) complying with any regulation (including any which relates to capital adequacy or liquidity controls or which affects the manner in which the Owners allocates capital resources to their obligations under this Charter) which is introduced, or altered, or the interpretation or application of which is altered, after the date of this Charter,

the Owners (or a parent company of them) has incurred or will incur an "**increased cost**".

52.2 In this Clause 52, "**increased cost**" means, in relation to the Owners:

(a) an additional or increased cost incurred as a result of, or in connection with, the Owners having entered into, or being a party to, this Charter, of funding the acquisition of the Vessel pursuant to the MOA or performing their obligations under this Charter;

(b) a reduction in the amount of any payment to the Owners under this Charter or in the effective return which such a payment represents to the Owners on their capital;

(c) an additional or increased cost of funds relating to the acquisition of the Vessel pursuant to the MOA; or

(d) a liability to make a payment, or a return foregone, which is calculated by reference to any amounts received or receivable by the Owners under this Charter,

(e) and for the purposes of this Clause 52.2 the Owners may in good faith allocate or spread costs and/or losses among their assets and liabilities (or any class of their assets and liabilities) on such basis as they consider appropriate.

52.3 Subject to the terms of Clause 52.1, the Charterers shall pay to the Owners, on the Owners' demand, the amounts which the Owners from time to time notify the Charterers to be necessary to compensate the Owners for the increased cost.

CLAUSE 53 – CONFIDENTIALITY

53.1 The Parties agree to keep the terms and conditions of this Charter and any other Leasing Documents (the "**Confidential Information**") strictly confidential, provided that a Party may disclose Confidential Information in the following cases:

(a) it is already known to the public or becomes available to the public other than through the act or omission of the disclosing Party;

(b) it is required to be disclosed under the applicable laws of any Relevant Jurisdiction, by a governmental order, decree, regulation or rule or by an order of a court, tribunal or listing exchange of the Relevant Jurisdiction (including but not limited to an order, rule or regulation of the US Securities and Exchange Commission or the New York Stock Exchange), provided that the disclosing Party shall give written notice of such required disclosure to the other Party prior to the disclosure, unless such required disclosure is already known to the other Party;

(c) in filings with a court or arbitral body in proceedings in which the Confidential Information is relevant and in discovery arising out of such proceedings;

(d) to (or through) whom a Party assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Leasing Document (as permitted by the terms thereof), provided that such person receiving Confidential Information shall undertake that it would not disclose Confidential Information to any other party save for circumstances arising which are similar to those described under this Clause or such other circumstances as may be permitted by all Parties;

(e) to any of the following persons on a need to know basis:

(i) a shareholder or an Affiliate of either Party or a party referred to in either paragraph (d) or (e) (including the employees, officers and directors thereof);

(ii) professional advisers retained by a disclosing party; or

(iii) persons advising on, providing or considering the provision of financing to the disclosing party or an Affiliate,

provided that the disclosing party shall exercise due diligence to ensure that no such person shall disclose Confidential Information to any other party save for circumstances arising which are similar to those described under this Clause or such other circumstances as may be permitted by all Parties; or

(f) with the prior written consent of all Parties.

CLAUSE 54 – PARTIAL INVALIDITY

If, at any time, any provision of a Leasing Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

CLAUSE 55 – SETTLEMENT OR DISCHARGE CONDITIONAL

55.1 Any settlement or discharge under any Leasing Document between the Owners and any Relevant Person or Approved Manager shall be conditional upon no security or payment to the Owners by any Relevant Person or Approved Manager any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

55.2 If the Owners consider that an amount paid or discharged by, or on behalf of, a Relevant Person or Approved Manager by any other person in purported payment or discharge of an obligation of that Relevant Person or Approved Manager to the Owners under the Leasing Documents is capable of being avoided or otherwise set aside on the liquidation or administration of that Relevant Person or Approved Manager or otherwise, then that amount shall not be considered to have been unconditionally and irrevocably paid or discharged for the purposes of the Leasing Documents.

CLAUSE 56 – CHANGES TO THE PARTIES

56.1 Assignment or transfer by the Charterers

The Charterers shall not assign their rights or transfer by novation any of their rights and obligations under the Leasing Documents except with the prior consent in writing of the Owners.

56.2 Assignment or transfer by the Owners

(a) Without prejudice to the Owners' rights under Clause 35.3, the Owners may, upon prompt notice to the Charterers, assign any of their rights or transfer by novation any of its rights and obligations under the Leasing Documents and/or sell and transfer the title of the Vessel:

(i) in the event of an occurrence of a Termination Event which is continuing, to any person; or

(ii) to another lessor or financial institution or trust, fund, leasing company or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in shipping loans, securities or other financial assets,

provided always that, notwithstanding such change, this Charter would continue on identical terms (save for logical, consequential or mutually agreed amendments).

(b) The Guarantor and the Charterers shall remain jointly and severally liable to the aforesaid assignee or new owner of the Vessel for its performance of all obligations pursuant to this Charter after change of the registered ownership of the Vessel from the Owners to such new owner.

56.3 The Charterers undertake to comply, and provide such information and documents and all necessary assistance as the Owners shall reasonably require to complete or perfect the assignment or novation or title transfer of the Vessel (with the benefit and burden of this Charter) pursuant to Clause 56.2.

CLAUSE 57 – MISCELLANEOUS

57.1 The Charterers waive any rights of sovereign immunity which they or any of their assets may enjoy in any jurisdiction and subjects itself to civil and commercial law with respect to their obligations under this Charter.

57.2 No term of this Charter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this Charter, save that the Collateral Owners may rely on the rights conferred on them under Clause 50.5 (*Indemnities*).

57.3 This Charter and each Leasing Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Charter or that Leasing Document, as the case may be.

CLAUSE 58 – FATCA

58.1 Defined terms. For the purposes of this Clause 58, the following terms shall have the following meanings:

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**FATCA**" means sections 1471 through 1474 of the Code and any Treasury regulations thereunder.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter or the Leasing Documents required by or under FATCA.

"**FATCA Exempt Party**" means a Relevant Party that is entitled under FATCA to receive payments free from any FATCA Deduction.

"**FATCA FFI**" means a foreign financial institution as defined in section 1471(d)(4) of the Code which, if a Relevant Party is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

"**FATCA Non-Exempt Party**" means any Relevant Party who is not a FATCA Exempt Party.

"**IRS**" means the United States Internal Revenue Service or any successor taxing authority or agency of the United States government.

"**Relevant Party**" means any party to a Leasing Document except an Approved Subcharterer.

58.2 FATCA Information.

(a) Subject to paragraph (c) below, each Relevant Party shall, on the date of this Charter, and thereafter within ten (10) Business Days of a reasonable request by another Relevant Party:

(i) confirm to that other party whether it is a FATCA Exempt Party or is not a FATCA Exempt Party; and

(ii) supply to the requesting party (with a copy to all other Relevant Parties) such other form or forms (including IRS Form W-8 or Form W-9 or any successor or substitute form, as applicable) and any other documentation and other information relating to its status under FATCA (including its applicable "pass thru percentage" or other information required under FATCA or other official guidance including intergovernmental agreements) as the requesting party reasonably requests for the purpose of the requesting party's compliance with FATCA.

(b) If a Relevant Party confirms to any other Relevant Party that it is a FATCA Exempt Party or provides an IRS Form W-8 or W-9 showing that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that party shall so notify all other Relevant Parties reasonably promptly.

(c) Nothing in this clause shall oblige any Relevant Party to do anything which would or, in its reasonable opinion, might constitute a breach of any law or regulation, any policy of that party, any fiduciary duty or any duty of confidentiality, or to disclose any confidential information (including, without limitation, its tax returns and calculations); provided, however, that nothing in this paragraph shall excuse any Relevant Party from providing a true, complete and correct IRS Form W-8 or W-9 (or any successor or substitute form where

applicable). Any information provided on such IRS Form W-8 or W-9 (or any successor or substitute forms) shall not be treated as confidential information of such party for purposes of this paragraph.

(d) If a Relevant Party fails to confirm its status or to supply forms, documentation or other information requested in accordance with the provisions of this Charter or the provided information is insufficient under FATCA, then:

(i) if that party failed to confirm whether it is (and/or remains) a FATCA Exempt Party then such party shall be treated for the purposes of this Charter and the Leasing Documents as if it is a FATCA Non-Exempt Party; and

(ii) if that party failed to confirm its applicable passthru percentage then such party shall be treated for the purposes of this Charter and the Leasing Documents (and payments made thereunder) as if its applicable passthru percentage is 100%,

until (in each case) such time as the party in question provides sufficient confirmation, forms, documentation or other information to establish the relevant facts.

58.3 FATCA Deduction and gross-up by Relevant Party

(a) If the representation made by the Charterers under Clause 45.1(n) proves to be untrue or misleading such that the Charterers are required to make a FATCA Deduction, the Charterers shall make the FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA.

(b) If the Charterers are required to make a FATCA Deduction then the Charterers shall increase the payment due from them to the Owners to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required.

(c) The Charterers shall promptly upon becoming aware that they must make a FATCA Deduction (or that there is any change in the rate or basis of a FATCA Deduction) notify the Owners accordingly. Within thirty (30) days of the Charterers making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Charterers shall deliver to the Owners evidence reasonably satisfactory to the Owners that the FATCA Deduction has been made or (as applicable) any appropriate payment paid to the relevant governmental or taxation authority.

58.4 FATCA Deduction by Owners

The Owners may make any FATCA Deduction they are required by FATCA to make, and any payment required in connection with that FATCA Deduction, and the Owners shall not be required to increase any payment in respect of which they make such a FATCA Deduction or otherwise compensate the recipient for that FATCA Deduction.

58.5 FATCA Mitigation

Notwithstanding any other provision to this Charter, if a FATCA Deduction is or will be required to be made by any party under Clause 58.3 in respect of a payment to the Owners as a result of the Owners not being a FATCA Exempt Party, the Owners shall have the right to transfer

their interest in the Vessel (and this Charter) to any person nominated by the Owners and all costs in relation to such transfer shall be for the account of the Charterers.

CLAUSE 58A GENERAL APPLICATION OF PROCEEDS

All sums received by the Owners in respect of:

(a) any Earnings of the Vessel pursuant to Clause 40.3(a)(iii);

(b) any proceeds of any sale of the Vessel pursuant to Clause 40.3(a)(ii) or (b);

(c) any insurance proceeds in respect of the Vessel received by the Owners and/or their financiers (if any);

(d) any proceeds realised or received by the Owners in connection with the enforcement of the Guarantee and the Security Documents;

(e) any amounts received by the Owners from any Collateral Charterer pursuant to clause 50.5 of the relevant Collateral Charter; and

(f) any proceeds received by the Owners from any Collateral Owner (as trustee for the Owners),

shall be applied in the following order of application against amounts due but unpaid under the Leasing Documents:

(i) firstly, in or towards any due but unpaid fees, costs and expenses of and any other amounts due but unpaid to the Owners under the Leasing Documents to which they are a party (including but not limited to any sums due but unpaid to any receiver, agent or other person appointed by the Owners and any costs and expenses incurred in the enforcement of (A) the Guarantee and (B) the Security Documents);

(ii) secondly, in and towards payment of any accrued interest and fees due but unpaid to the Owners under the Leasing Documents to which they are a party (including but not limited to any accrued Charterhire B and default interest due but unpaid to the Owners thereunder);

(iii) thirdly, in and towards payment of any principal or any other amounts due but unpaid to the Owners under the Leasing Documents to which they are a party (including but not limited to (A) any Instalment Balance or Outstanding Principal Balance (as applicable) and (B) any remaining due and unpaid portion of the Termination Purchase Price not covered by sub-paragraphs (i) and (ii) above); and

(iv) fourthly, upon satisfaction in full of all amounts due but unpaid to the Owners under the Leasing Documents to which they are a party, in payment of any surplus to the Charterers, but subject always to the terms of the General Assignment.

CLAUSE 59 – DEFINITIONS

59.1 In this Charter the following terms shall have the meanings ascribed to them below:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule I to be signed by the Charterers at Delivery.

"**Account Bank**" means Hamburg Commercial Bank AG, acting through its office at Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Germany.

"**Account Security**" means the document creating first priority security over the Operating Account executed or to be executed by the Charterers in favour of the Owners and the Collateral Owners, in the agreed form.

"**Advance Charterhire**" means the amount by which the Purchase Price exceeds the Financing Amount.

"**Affiliate**" means in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering statutes (including all applicable rules and regulations thereunder) and all applicable related or similar laws, rules, regulations or guidelines, of all jurisdictions including and without limitation, the United States of America, the European Union and the People's Republic of China and which in each case are (a) issued, administered or enforced by any governmental agency having jurisdiction over any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or the Owners; (b) of any jurisdiction in which any Relevant Person, Approved Subcharterer, Approved Manager or the Owners conduct business; or (c) to which any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or Owner is subjected or subject to.

"**Anti-Terrorism Financing Laws**" means all applicable anti-terrorism laws, rules, regulations or guidelines of any jurisdiction, including and not limited to the United States of America or the People's Republic of China which are: (a) issued, administered or enforced by any governmental agency, having jurisdiction over any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or the Owners; (b) of any jurisdiction in which any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or the Owners conduct business; or (c) to which any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or the Owners are subjected or subject to.

"**Approved Bareboat Subcharter**" means an Approved Subcharter as described under paragraph (b)(i) of the definition of an Approved Subcharter and consented to by the Owners.

"**Approved Manager**" means Navios Tankers Management Inc., a corporation incorporated under the laws of the Marshall Islands having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, Navios Shipmanagement Inc., a corporation incorporated under the laws of the Marshall Islands having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 or any subsidiary or Affiliate of Navios Shipmanagement Holdings Corporation or such other reputable ship management company nominated by the Charterers and approved by the Owners (such approval not to be unreasonably withheld).

"**Approved Subcharter**" means the Initial Subcharter or:

(a) any Short Term Time Subcharter;

(b) subject to prior written consent of the Owners:

(i) a subcharter of the Vessel on a bareboat charter basis (irrespective of duration); or

(ii) a subcharter of the Vessel on a time charter basis with a charter period exceeding or capable of exceeding twelve (12) months (taking into account any optional extension period).

81

"**Approved Subcharterer**" means the Initial Subcharterer or in the case of any other Approved Subcharter falling within paragraph (b) of the definition of Approved Subcharter above, any subcharterer of the Vessel approved by the Owners in writing (such approval not to be unreasonably withheld or delayed).

"**Approved Valuer**" means Clarksons, MB Shipbrokers, Howe Robinson, Arrow, Simpson Spence Young, Braemar Seascope, Fearnleys or any other shipbroker nominated by the Charterers and approved by the Owners.

"**Arrangement Fee**" has the meaning given to that term in Clause 41.1.

"**Associated Vessel**" means any ship or vessel (including, but not limited to, the Vessel and each Collateral Vessel) from time to time wholly leased, hired, chartered or financed under any lease, hire purchase agreement, charter or any other financing arrangement by Affiliates of the Owners and/or the Collateral Owners to subsidiaries or Affiliates of the Guarantor.

"**Breakfunding Costs**" means all breakfunding costs and expenses incurred or payable by the Owners when a repayment or prepayment under the relevant funding arrangement entered into by the Owners for the purpose of financing the Purchase Price do not fall on a Payment Date.

"**Builders**" has the meaning given to that term in the MOA.

"**Builders' Warranties**" means the guarantees and/or warranties provided by the Builders to the Charterers under article IX (*warranty of quality*) of the Shipbuilding Contract.

"**Business Day**" means a day on which banks are open for business in the principal business centres of Hong Kong, Shanghai, Hamburg, Athens and Singapore and:

(a) in respect of the determination of the Delivery Date, also a day on which the registry at the Flag State is open; and

(b) in respect of a day on which a payment is required to be made or other dealing is due to take place under a Leasing Document in Dollars, also a day on which commercial banks are open in New York and in relation to the fixing of an interest rate in relation to the Instalment Balance or the Outstanding Principal Balance, also a day which is a US Government Securities Business Day.

"**Business Ethics Law**" means any laws, regulations and/or other legally binding requirements or determinations in relation to corruption, fraud, collusion, bid-rigging or anti-trust, human rights violations (including forced labour and human trafficking) which are applicable to any Relevant Person, Approved Subcharterer, Approved Manager, either Builder, the Refund Guarantor (in the case of each Builder and the Refund Guarantor, during the period from and including the date of this Charter up to and including the Delivery Date only) or the Owners or to any jurisdiction where activities are performed and which shall include but not be limited to (i) the United Kingdom Bribery Act 2010 and (ii) the United States Foreign Corrupt Practices Act 1977 and all rules and regulations under each of (i) and (ii).

"**Cancelling Date**" has the meaning given to that term in the MOA.

"**Change of Control**" means:

(a) the Guarantor ceases to be the owner of, directly or indirectly, all of the issued shares in the Charterers;

(b) the Designated Unitholders cease to be the ultimate beneficial owner(s) of, or to have ultimate control of, the voting rights attaching to more than 5 per cent. of all the units (including for the avoidance of doubt both general partner units and common units) in the Guarantor;

(c) the Designated Unitholders cease to be the owner(s) of, or to have ultimate control of, the voting rights attaching to all the issued shares in the general partner of the Guarantor, which is currently the General Partner;

(d) Mrs. Angeliki Frangou ceases to act as chairwoman or chief executive officer of the Guarantor;

(e) the General Partner ceases to be the general partner of the Guarantor; or

(f) any person or group of persons (other than the Designated Unitholders) acting in concert, becomes the holder, directly or indirectly, of 50 per cent. or more of the beneficially issued units of the Guarantor entitled to vote for members of the board of directors or equivalent governing body of the Guarantor on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right),

and for the purpose of paragraph (f) above "acting in concert" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition, directly or indirectly, of units in the Guarantor by any of them, either directly or indirectly, to obtain or consolidate the holding of beneficially owned units of the Guarantor.

"**Charterers' Offer**" has the meaning given to that term in Clause 40.3(b).

"**Charterhire**" means each of, as the context may require, all of the quarterly instalments of hire payable hereunder comprising in each case:

(a) a component of Charterhire A; and

(b)a component of Charterhire B. "**Charterhire A**" means:

(a) in relation to the first (1st) Payment Date and for each Payment Date thereafter until and including the twentieth (20th) Payment Date, an amount equal to US$750,000; and

(b) in relation to the twenty-first (21th) Payment Date and for each Payment Date thereafter until the end of the Charter Period, an amount to be calculated in accordance with the following formula:

A = 1/8 x **B**

A is the amount of Charterhire A due on each such Payment Date.

84

B is the difference between (1) the Financing Amount and (2) the aggregate of (i) US$15,000,000, being the total amount of the twenty (20) instalments payable by the Charterers under paragraph (a) above and (ii) sixty per cent. (60%) of the Financing Amount.

"**Charterhire B**" means, in relation to a Payment Date, the interest component calculated in accordance with Schedule III by applying the applicable Interest Rate to the Outstanding Principal Balance as at the date of payment of such instalment (immediately prior to the payment of such instalment).

"**Charterhire Principal**" means the aggregate amount of Charterhire A payable under this Charter which is equal to forty percent (40%) of the Financing Amount.

"**Charterhire Principal Balance**" means the Charterhire Principal outstanding under this Charter from time to time, as may be reduced by payments or prepayments by the Charterers to the Owners of Charterhire A under this Charter.

"**Charter Period**" means the period commencing on the Commencement Date and described in Clause 32.2 unless it is either terminated earlier or extended in accordance with the provisions of this Charter.

"**China Merchants Group**" means China Merchants Group Limited, a company incorporated under the laws of the People's Republic of China acting through its office at China Merchants Tower, 39-40 Floor, Shun Tak Centre, 168-200 Connaught Road, Central, Hong Kong.

"**CISADA**" means the United States Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 as it applies to non US persons.

"**Classification Society**" means Lloyd's Register or any other generally recognised first class classification society being a member of the International Association of Classification Societies which is approved by the Owners.

"**Collateral Charter**" means, in relation to each Collateral Vessel, the bareboat charter dated 12 January 2026 entered into between the relevant Collateral Owner (as owners) and the relevant Collateral Charterer (as bareboat charterers), and in each case, as the same may be novated, amended and/or supplemented from time to time.

"**Collateral Charterer**" means each or any of the corporations listed in the third column (*Charterers*) of Schedule IV (*The Parties and the Vessels*), and "**Collateral Charterers**" means them collectively, as the context may require.

"**Collateral Owner**" means each or any of the companies listed in the fourth column (*Owners*) of Schedule IV (*The Parties and the Vessels*), and "**Collateral Owners**" means them collectively, as the context may require.

"**Collateral Vessel**" means each or any of the vessels listed in the second column (*Vessels*) of Schedule IV (*The Parties and the Vessels*) or any other vessel being the subject of a Collateral Charter.

"**Commencement Date**" means the date on which Delivery takes place. "**Contract Price**" has the meaning given to that term in the MOA. "**Counterparty**" has the meaning given to it in Clause

46.1(ee)(ii). "**Delivery**" means:

(a) the passing of the legal and beneficial interest in the Vessel from the Builders (in their capacity as seller) to the Charterers (in their capacity as buyer) pursuant to the terms of the Shipbuilding Contract;

(b) simultaneously with delivery of the Vessel pursuant to paragraph (a) above, the passing of the legal and beneficial interest in the Vessel from the Charterers (in their capacity as sellers) to the Owners (in their capacity as buyers) pursuant to the terms of the MOA; and

(c) simultaneously with delivery of the Vessel pursuant to paragraph (b) above, delivery of the Vessel by the Owners to the Charterers pursuant to the terms of this Charter.

"**Delivery Date**" means the date (being a Business Day) on which Delivery occurs. "**Delivery Instalment**" has the meaning given to that term in the MOA.
"**Dollars**" or "**$**" or "**US$**" have the meanings given to those terms in the MOA.

"**Designated Unitholder**" means Mrs. Angeliki Frangou, her direct descendants and their lineal descendants, either directly or indirectly, (through entities owned and controlled by her or any of their Affiliates or trusts or foundations established or that may be established of which she is a beneficiary or her direct descendants or their lineal descendants are a beneficiary) being the ultimate beneficial owner(s) of, or having ultimate control of, the voting rights attaching to more than 5 per cent. of all the units (including for the avoidance of doubt both general partner units and common units) in the Guarantor and in the plural means all of them.

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

(a) all freight, hire and passage moneys, compensation payable in the event of requisition of the Vessel for hire, all moneys which are at any time payable under any Insurances in respect of loss of hire, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Vessel; and

(b) if and whenever the Vessel is employed on terms whereby any moneys falling within paragraph (a) are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to the Vessel.

"**Emission Allowances**" means an allowance, credit, quota, permit or equivalent, representing a right of a vessel to emit a specified quantity of greenhouse gas emissions recognised by the Emission Scheme.

"**Emission Scheme**" means a greenhouse gas emissions trading scheme which for the purposes of this Charter shall include the EU ETS , and Fuel EU Maritime and any other similar systems imposed by applicable lawful authorities that regulate the issuance, allocation, trading or surrendering of Emission Allowances.

"**Environmental Claim**" means:

(a) any claim by any governmental, judicial or regulatory authority which arises out of an

Environmental Incident or which relates to any Environmental Law; or

(b) any claim by any other person which relates to an Environmental Incident,

and "**claim**" means a claim for damages, compensation, fines, penalties or any other payment (exceeding $1,000,000 in each of the above cases); an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset;

"**Environmental Incident**" means:

(a) any release of Environmentally Sensitive Material from the Vessel; or

(b) any incident in which Environmentally Sensitive Material is released from a vessel other than the Vessel and which involves a collision between the Vessel and such other vessel or some other incident of navigation or operation, in either case, in connection with which the Vessel is actually liable to be arrested, attached, detained or injuncted and/or the Vessel and/or the Owners and/or the Charterers and/or any other operator or manager of the Vessel is at fault or otherwise liable to any legal or administrative action; or

(c) any other incident involving the Vessel in which Environmentally Sensitive Material is released otherwise than from the Vessel and in connection with which the Vessel is actually arrested and/or where the Owners and/or the Charterers and/or any other operator or manager of the Vessel is at fault or otherwise liable to any legal or administrative action.

"**Environmental Law**" means any present or future law applicable to the Vessel relating to pollution or protection of human health or the environment, to conditions in the workplace, to the carriage, generation, handling, storage, use, release or spillage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material including any law pertaining to any Emission Scheme.

"**Environmentally Sensitive Material**" means oil, oil products and any other substances (including any chemical, gas or other hazardous or noxious substance) which are (or are capable of being or becoming) polluting, toxic or hazardous.

"**EU ETS**" means the European Union Emissions Trading System specifically applicable to shipping pursuant to the European Directive 2023/959 amending European Directive 2003/87/EC and Commission Implementing Regulation (EU) 2023/2599 of 22 November 2023 laying down rules for the application of Directive 2003/87/EC of the European Parliament and of the Council as regards the administration of shipping companies by administering authorities in respect of a shipping company.

"**Existing Account Pledge Agreement**" means, in respect of each Collateral Charterer, a first ranking account pledge agreement dated 14 January 2026 entered into by that Collateral Charterer as pledgor in favour of the Collateral Owners as pledgees.

"**Fee Letter**" means the fee letter referred to under Clause 41.1.

"**Financial Indebtedness**" means, in relation to a person (the "**debtor**"), a liability of the debtor:

(a) for principal, interest or any other sum payable in respect of any moneys borrowed or raised by the debtor;

(b) under any loan stock, bond, note or other security issued by the debtor;

(c) under any acceptance credit, guarantee or letter of credit facility made available to the debtor;

(d) under a lease, a deferred purchase consideration arrangement (other than deferred payments for assets or services obtained on normal commercial terms in the ordinary course of business) or any other agreement having the commercial effect of a borrowing or raising of money by the debtor;

(e) under any foreign exchange transaction, any interest or currency swap or any other kind of derivative transaction entered into by the debtor or, if the agreement under which any such transaction is entered into requires netting of mutual liabilities, the liability of the debtor for the net amount; or

(f) under a guarantee, indemnity or similar obligation entered into by the debtor in respect of a liability of another person which would fall within paragraphs (a) to (e) if the references to the debtor referred to the other person.

90

"**Financial Instruments**" means the mortgage, deed of covenant, the general assignment or such other financial security instruments granted to the Owners' financiers as security for the obligations of the Owners in relation to the financing of the acquisition of the Vessel.

"**Financing Amount**" means an amount equal to the lower of:

(a) US$45,885,000; and

(b) seventy per cent (70%) of the Purchase Price.

"**First Instalment**" has the meaning given to that term in the MOA.

"**First Instalment Payment Date**" has the meaning given to that term in the MOA.

"**Flag State**" means the Republic of Liberia, the Republic of Panama, the Republic of the Marshall Islands, the Republic of Malta, the Republic of Cyprus or any other flag state proposed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld or delayed).

"**Fuel EU Maritime**" means Fuel EU Maritime Regulation 2023/1805 dated 13 September 2023 on the use of renewable and low-carbon fuels in maritime transport, and amending Directive 2009/16/EC.

"**Funding Rate**" has the meaning given to such term under Schedule III.

"**General Assignment**" means the first priority general assignment executed or to be executed between the Charterers and the Owners in respect of the Vessel, pursuant to which the Charterers shall, *inter alia,* assign their rights under the Insurances, Earnings and Requisition Compensation and any sub-charter having a duration of at least twelve (12) months (or which are capable of exceeding twelve (12) months) in respect of the Vessel, in favour of the Owners and in the agreed form.

"**General Partner**" means Olympos Maritime Ltd, a corporation duly formed and existing under the laws of the Republic of the Marshall Islands and having its registered address at Trust Company Complex, Ajeltake Island, Ajeltake Road, Majuro, Marshall Islands, MH 96960, the Republic of the Marshall Islands.

"**Guarantee**" means a guarantee executed or to be executed by the Guarantor in favour of the Owners.

"**Guarantor**" means Navios Maritime Partners L.P., a limited partnership duly formed and existing under the laws of the Republic of the Marshall Islands and having its registered address at Trust Company Complex, Ajeltake Island, Ajeltake Road, Majuro, Marshall Islands, MH 96960.

"**Historic Term SOFR**" means, in relation to the Remittance Interest, any Term or any Pre-delivery Interest Period, the most recent applicable Term SOFR for a period equal in length to that Term or that or Pre-delivery Interest Period and which is as of a day which is no more than three (3) US Government Securities Business Days before the Quotation Day.

"**Holding Company**" means, in relation to a person, any other person in relation to which it is a subsidiary.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vessel issued pursuant to the MARPOL Protocol.

"**Initial Subcharter**" means the subcharter with the particulars set out under Schedule V. "**Initial Subcharterer**" means the subcharterer with the particulars set out under Schedule V. "**Instalment Balance**" means the aggregate of:

(a) the Pre-delivery Instalments Balance; and

(b) the Delivery Instalment if the same has been pre-positioned or paid by the Owners (as buyers under the MOA) pursuant to the MOA.

"**Instalment Payment Date**" means each of the First Instalment Payment Date, the Second Instalment Payment Date and the Prepositioning Date.

"**Insurances**" means:

(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 or otherwise in relation to it whether before, on or after the date of this Charter; 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 and any rights in respect of any claim whether or not the relevant policy, contract of insurance or entry has expired on or before the date of this Charter.

"**Interpolated Historic Term SOFR**" means, in relation to the Remittance Interest, any Term or any Pre-delivery Interest Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) **either:**

(i) the most recent applicable Term SOFR (as of a day which is not more than three (3) US Government Securities Business Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than that Term or that Pre-delivery Interest Period (as applicable); or

(ii) if no such Term SOFR is available for a period which is less than that Term or that Pre-delivery Interest Period (as applicable), SOFR for a day which is no more than five (5) US Government Securities Business Days (and no less than two (2) US Government Securities Business Days) before the Quotation Day; and

(b) the most recent applicable Term SOFR (as of a day which is not more than three (3) US Government Securities Business Days before the Quotation Day) for the shortest

period (for which Term SOFR is available) which exceeds that Term or that Pre-delivery Interest Period (as applicable).

"**Interest Rate**" means, in relation to each Term and each Pre-delivery Interest Period and subject to Schedule III, the percentage rate of interest per annum which is the aggregate of (i) the applicable Reference Rate for such Term or such Pre-delivery Interest Period (as applicable) and (ii) the Margin.

"**Interpolated Term SOFR**" means, in relation to the Remittance Interest, any Term or any Pre-delivery Interest Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) **either:**

(i) the applicable Term SOFR (as of the Quotation Day in respect of that Term or that Pre-delivery Interest Period (as applicable)) for the longest period (for which Term SOFR is available) which is less than that Term or that Pre-delivery Interest Period (as applicable); or

(ii) if no such Term SOFR is available for a period which is less than that Term or that Pre-delivery Interest Period (as applicable), SOFR for the day which is two (2) US Government Securities Business Days before the Quotation Day; and

(b) the applicable Term SOFR (as of the Quotation Day in respect of that Term or that Pre-delivery Interest Period (as applicable)) for the shortest period (for which Term SOFR is available) which exceeds that Term or that Pre-delivery Interest Period (as applicable).

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) and A.788 (19), as the same may be amended or supplemented from time to time (and the terms "**safety management system**", "**Safety Management Certificate**" and "**Document of Compliance**" have the same meanings as are given to them in the ISM Code).

"**ISPS Code**" means the International Ship and Port Security Code as adopted by the Conference of Contracting Governments to the Safety of Life at Sea Convention 1974 on 13 December 2002 and incorporated as Chapter XI-2 of the Safety of Life at Sea Convention 1974, as the same may be supplemented or amended from time to time.

"**Leasing Documents**" means this Charter, the MOA, any Approved Subcharter, the Guarantee, the Fee Letter, the Security Documents and any other document designated by the Owners and the Charterers as a "Leasing Document".

"**LTV Threshold**" means one hundred and twenty per cent (120%) of the Outstanding Principal Balance from time to time.

"**Major Casualty**" means any casualty to the Vessel in respect of which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds $1,000,000 or the equivalent in any other currency.

"**Manager's Undertaking**" means:

(a) in relation to Navios Tankers Management Inc., a first priority letter of undertaking executed or to be executed by Navios Tankers Management Inc. in favour of the Owners;

(b) in relation to Navios Shipmanagement Inc., a first priority letter of undertaking executed or to be executed by Navios Shipmanagement Inc. in favour of the Owners; and/or

(a) in relation to any other Approved Manager, the letter of undertaking from such Approved Manager,

in each case, inter alia, subordinating the rights of such Approved Manager against the Vessel and the Charterers to the rights of the Owners and their financiers (if any) and assigning the rights of such Approved Manager under the Insurances in respect of the Vessel in favour of the Owners, in an agreed form.

"**Margin**" means 1.5% per annum.

"**Market Disruption Rate**" means the Reference Rate.

"**Market Value**" means, in relation to the Vessel at any relevant time, the arithmetic mean of the valuations shown by two (2) valuation reports, each prepared:

(a) in United States Dollars;

(b) on a date no earlier than thirty (30) days previously;

(c) with or without physical inspection of the Vessel; and

(d) on the basis of a sale for prompt delivery for cash on normal arm's length commercial terms as between a willing seller and a willing buyer, free of any existing charter or other contract of employment,

and such valuations shall be prepared, at the Charterers' expenses, by one Approved Valuer nominated by the Owners and one Approved Valuer nominated by the Charterers (with the valuation report also addressed to the Owners) provided that if the difference in the two valuations obtained is more than ten per cent (10%) of the higher valuation obtained, a third Approved Valuer shall be nominated by the Owners and the Market Value shall be the arithmetic mean of the valuations shown by the three (3) valuation reports, each prepared on the same terms and conditions as set out above. Notwithstanding the above, for the purposes of determining the Market Value under Clause 38.1(b) and Clause 38.15, the Owners shall be entitled (at their sole discretion) (1) to rely on any valuation obtained from Vessels Value on the relevant date or (2) if required, (at the Charterers' costs) to obtain one (1) valuation prepared in accordance with the above criteria by an Approved Valuer nominated by the Owners.

"**Market Value Test Date**" has the meaning given to that term in Clause 46.1(l)(i)(bb)(A).

"**MARPOL Protocol**" means Annex VI (Regulations for the Prevention of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as amended in 1978 and 1997).

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

(a) the business, operations, property, condition (financial or otherwise) or prospects of the Charterers or the Guarantor and its subsidiaries as a whole; or

(b) the ability of any Relevant Person or Approved Manager to perform its obligations under any Leasing Document to which it is a party; or

(c) the validity or enforceability of, or the effectiveness or ranking of any Security Interests granted pursuant to any of the Leasing Documents or the rights or remedies of the Owners under any of the Leasing Documents.

"**MOA**" means the memorandum of agreement entered into by the Charterers (in their capacity as sellers) and the Owners (in their capacity as buyers) dated on the date of this Charter in relation to the sale and purchase of the Vessel.

"**MOA PODA**" has the meaning given to that term in the MOA. "**Mortgagee**" has the meaning given to that term in Clause 35.3.
"Net Income Loss" means, at the relevant time, the net income loss (if any) as shown in the most recent audited consolidated annual financial reports of the Guarantor adjusted to exclude impairment losses.

"**Operating Account**" means an account in the name of the Charterers with the Account Bank or such bank as the Owners may approve.

"**Original Jurisdiction**" means, in relation to any Relevant Person, Approved Subcharterer or Approved Manager (as the case may be), the jurisdiction under whose laws they are respectively incorporated as at the date of this Charter.

"**Outstanding Principal Balance**" means the aggregate of:

(a) the Charterhire Principal Balance; and

(b) the Purchase Obligation Price.

"**Owners' Disposal**" means the disposal of the Owners' rights under the Shipbuilding Contract and the Refund Guarantees in accordance with any Leasing Document by way of sale, assignment or transfer on any terms the Owners otherwise deem fit to a third party pursuant to clause 5.11 of the Pre-delivery Assignment.

"**Owners' Sale**" has the meaning given to that term in Clause 40.3(a)(iii). "**Party**" means either party to this Charter.
"**Payment Date**" means each date upon which Charterhire is due to be paid by the Charterers to the Owners pursuant to Clause 36.3.

"**Payment Notice**" has the meaning given to that term in the MOA. "**Permitted Security Interests**" means:

(a) Security Interests created by a Leasing Document, any Existing Account Pledge Agreement or a Financial Instrument;

(b) other Security Interests permitted by the Owners in writing;

(c) liens for unpaid master's and crew's wages in accordance with the ordinary course of operation of the Vessel or in accordance with usual reputable maritime practice;

(d) liens for salvage;

(e) liens for master's disbursements incurred in the ordinary course of trading;

(f) any other liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel provided such liens do not secure amounts more than 30 days overdue;

(g) any Security Interest created in favour of a plaintiff or defendant in any action of the court or tribunal before whom such action is brought as security for costs and expenses where the Owners are prosecuting or defending such action in good faith by appropriate steps; and

(h) Security Interests arising by operation of law in respect of taxes which are not overdue or for payment of taxes which are overdue for payment but which are being contested by the Owners or the Charterers in good faith by appropriate steps and in respect of which adequate reserves have been made.

"**Post-enforcement Interests**" has the meaning given to that term in 40.3(a)(iii).

"**Potential Termination Event**" means, an event or circumstance which, with the giving of any notice, the lapse of time, a determination of the Owners and/or the satisfaction of any other condition, would constitute a Termination Event.

"**Pre-delivery Assignment**" means the first priority pre-delivery assignment executed or to be executed between the Charterers and the Owners in respect of the Vessel, pursuant to which the Charterers shall, *inter alia,* assign their rights under the Shipbuilding Contract and the Refund Guarantees in respect of the Vessel, in favour of the Owners and in the agreed form.

"**Pre-delivery Instalments**" has the meaning given to such term in the MOA.

"**Pre-delivery Instalments Balance**" means, as at any relevant date, the aggregate amount of the Pre-delivery Instalments paid by the Owners under the terms of the MOA prior to the Commencement Date.

"**Pre-delivery Interest**" has the meaning given to that term in the MOA.

"**Pre-delivery Interest Period**" has the meaning given to that term in the MOA. "**Prepositioning Date**" has the meaning given to that term in the MOA. "**Published Rate**" means SOFR or Term SOFR for 3 months*.*
"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Owners, materially changed;

(b)

(i)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease, to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or

(iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than a time period as determined by the Owners (acting reasonably); or

(d) in the opinion of the Owners, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Charter.

"**Purchase Obligation**" means the purchase obligation referred to in Clause 48.1.

"**Purchase Obligation Date**" means the date on which the Owners shall transfer the legal and beneficial interest in the Vessel to the Charterers, and the Charterers shall purchase the Vessel, being the date falling on the last day of the Charter Period.

"**Purchase Obligation Price**" means sixty per cent. (60%) of the Financing Amount and all other amounts payable under this Charter and the other Leasing Documents together with any applicable interest thereon.

"**Purchase Option**" means the early termination option which the Charterers are entitled to pursuant to Clause 47.

"**Purchase Option Date**" has the meaning given to that term in Clause 47.1. "**Purchase Option Notice**" has the meaning given to that term in Clause 47.1. "**Purchase Option Price**" means the aggregate of:

(a) the Outstanding Principal Balance as at the Purchase Option Date together with a fee calculated at the rate of (i) one per cent. (1%) thereon for any payment made on or before the tenth (10th) Payment Date, provided that in the case that if, exclusively due to, and as a direct result of the jurisdiction of the incorporation or the ultimate beneficial ownership of the Owners, any taxes, dues, tariffs, charges, fees, including port fees, levies, impositions, assessments, retaliatory duties or other similar fees are imposed on the Vessel under the USTR 301 Measures or any other similar measures of the same effect which are additional to those that would have been incurred had the Vessel been owned by an entity incorporated outside the People's Republic of China (including Macau and Hong Kong) or by an entity which is not ultimately owned by an entity incorporated in the People's Republic of China (for the avoidance of doubt, as between the Owners and Charterers, any such additional port fees, dues, imposts or levies are to be borne by the Charterers), the Parties cannot agree to restructure this Charter, such one per cent. (1%) shall not apply and (ii) zero per cent. (0%) for any payment made thereafter;

(b) any Charterhire B accrued as at the Purchase Option Date;

(c) any Breakfunding Costs;

(d) any legal costs incurred by the Owners in connection with the exercise of the Purchase Option under Clause 47; and

(e) all other amounts payable under this Charter and the other Leasing Documents together with any applicable interest thereon.

"**Purchase Price**" has the meaning given to that term in the MOA.

"**Quiet Enjoyment Agreement**" means the quiet enjoyment agreement executed or to be executed between, amongst others, the Charterers, the Owners and the Owners' financiers in the agreed form.

"**Quotation Day**" means in relation to any period for which an Interest Rate is to be determined, two (2) US Government Securities Business Days before the first day of that period unless market practice differs in the relevant syndicated loan market in which case the Quotation Day will be determined by the Owners in accordance with that market practice (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

"**Reference Rate**" means, in relation to the Remittance Interest, a Term or a Pre-delivery Interest Period (as the case may be):

(a) the applicable Term SOFR for three (3) months as of the relevant Quotation Day; or

(b) as otherwise determined pursuant to Schedule III,

and if, in either case, that rate is less than zero, the Reference Rate shall be deemed to be zero.

"**Refund Guarantees**" has the meaning given to that term in the MOA. "**Refund Guarantor**" has the meaning given to that term in the MOA. "**Refund Proceeds**" shall have the meaning ascribed thereto in the MOA.

"**Relevant Jurisdiction**" means, in relation to any Relevant Person, Approved Subcharterer or Approved Manager (as the case may be):

(a) its Original Jurisdiction;

(b) any jurisdiction where any property owned by it and charged under a Leasing Document is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Leasing Documents entered into by it creating a Security Interest.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Person**" means each of the Charterers, the Collateral Charterers, the Guarantor, the Shareholder and such other party providing security to the Owners for the Charterers' obligations under this Charter pursuant to a Security Document or otherwise (but not including the Initial Subcharterer, any Approved Subcharterer and any Approved Manager).

"**Remittance Interests**" has the meaning given to that term in the MOA. "**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "**Replacement Reference Rate**" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor or alternative to a Published Rate; or

(c) in the opinion of the Owners, an appropriate successor or alternative to a Published Rate.

"**Requisition Compensation**" includes all compensation or other moneys payable by reason of any act or event such as is referred to in paragraph (b) of the definition of "**Total Loss**".

"**Restricted Countries**" means those countries subject to country-wide or territory-wide Sanctions and/or trade embargoes, in particular but not limited to pursuant to the U.S.'s Office of Foreign Asset Control of the U.S. Department of Treasury ("**OFAC**") including at the date of this Charter, but without limitation, Iran, North Korea and any additional countries based on respective country-wide or territory-wide Sanctions being imposed by OFAC or any of the regulative bodies referred to in the definition of Restricted Persons.

"**Restricted Person**" means a person, entity or any other parties (i) located, domiciled, resident or incorporated in Restricted Countries, and/or (ii) subject to any sanction administrated by the United Nations, the European Union, Switzerland, the United States and the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Kingdom, His Majesty's Treasury ("**HMT**") and the Foreign and Commonwealth Office of the United Kingdom, the People's Republic of China and/or (iii) owned or controlled by or affiliated with persons, entities or any other parties as referred to in (i) and (ii).

"**Russian Oil Price Cap Measures**" means the Russian oil price cap restrictions and requirements imposed by law or regulation of the United Kingdom, the Council of the European Union and the United States of America and any other similar restrictions on the supply or delivery or maritime transportation of Russian Oil Products applicable to any person as amended from time to time.

"**Russian Oil Products**" means oil and oil products falling within commodity codes 2709 or 2710 which originate in or are consigned from Russia.

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Nations, United Kingdom, the United States of America (including, without limitation, CISADA and OFAC), the People's Republic of China or the Council of the European Union regardless of whether the same is or is not applicable or binding on any Relevant Person; or

(b) otherwise imposed by any law or regulation which are applicable to and/or binding upon any Relevant Person, the Vessel, the Owners or the Owners' financier (if any) (which shall include without limitation, any extra-territorial sanctions imposed by law or regulation of the United States of America).

For the avoidance of doubt, "**Sanctions**" excludes generally applicable port fees, tariffs, customs and taxes not targeted at specific entities, countries, sectors, or activities.

"**SBC PODA**" has the meaning given to that term in the MOA. "**Second Instalment**" has the meaning given to that term in the MOA.
"**Second Instalment Payment Date"** has the meaning given to that term in the MOA.

"**Security Documents**" means the Account Security, the Pre-delivery Assignment, the General Assignment, the Shares Pledge, each Supplemental Account Security, any Manager's Undertaking; and any other security documents granted as security for the obligations of the Charterers under or in connection with this Charter.

"**Security Interest**" means:

(a) a mortgage, charge (whether fixed or floating) or pledge, any maritime or other lien or any other security interest of any kind;

(b) the security rights of a plaintiff under an action *in rem*; or

(c) any other right which confers on a creditor or potential creditor a right or privilege to receive the amount actually or contingently due to it ahead of the general unsecured creditors of the debtor concerned; however this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution.

106

"**Shareholder**" means Aegean Sea Maritime Holdings Inc., a corporation incorporated and existing under the laws of the Republic of the Marshall Islands having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH96960, Marshall Islands.

"**Shares Pledge**" means the first priority shares pledge over the shares in the Charterers executed or to be executed by the Shareholder in favour of the Owners.

"**Shipbuilding Contract**" has the meaning given to that term in the MOA

"**Short Term Time Subcharter**" means a subcharter of the Vessel on a time charter basis with a charter period not exceeding and not capable of exceeding twelve (12) months (taking into account any optional extension period).

"**SOFR**" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"**Supplemental Account Security**" means, in respect of each Collateral Charterer, the supplemental account pledge agreement to the relevant Existing Account Pledge Agreement executed or to be executed between that Collateral Charterer as pledgor, the relevant Collateral Owner as owner and pledgee, the other Collateral Owners as existing collateral owners and pledgees and the Owner as new collateral owner and pledgee.

"**Term**" means, in relation to the Charterhire, a period of three (3) month's duration provided that:

(a) the first Term shall commence on the Commencement Date;

(b) each subsequent Term shall commence on the last day of the preceding Term;

(c) any Term which would otherwise end on a non-Business Day shall instead end on the next following Business Day or, if that Business Day is in another calendar month, on the immediately preceding Business Day;

(d) if any Term commences on the last Business Day of a calendar month or on a day for which there is no numerically corresponding day in the calendar month three (3) months thereafter, as the case may be, that Term shall, subject to paragraphs (c), (e) and (f), end on the last Business Day of such later calendar month;

(e) any Term which would otherwise overrun a Payment Date shall instead end on that Payment Date; and

(f) any Term which would otherwise extend beyond the Charter Period shall instead end on the last day of the Charter Period.

"**Term SOFR**" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Termination Event**" means any event described in Clause 44.

"**Termination Purchase Price**" means, in respect of any date (for the purposes of this definition only, the "**Relevant Date**"),

(a) in the case where the Relevant Date falls prior to the Commencement Date, in the case where the Relevant Date falls prior to the Commencement Date, the aggregate of:

(i) the Instalment Balance as at the Relevant Date together with a fee calculated at the rate of one per cent. (1%) thereon for any termination of this Charter;

(ii) any Pre-delivery Interest and Remittance Interests accrued but unpaid as at the Relevant Date;

(iii) any Breakfunding Costs;

(iv) any documented costs incurred and expenses incurred by the Owners (and their financiers (if any)) in collecting any payments due under this Charter or in obtaining the due performance of the obligations of the Charterers under this Charter or the other Leasing Documents and any default interest in relation thereto;

(v) any documented costs and expenses (including legal costs) incurred by the Owners in connection with the termination of this Charter under Clause 44; and

(vi) all other outstanding documented amounts payable under this Charter together with any applicable interest thereon; and

(b) in the case where the Relevant Date falls on or after the Commencement Date, the aggregate of:

(i) the Outstanding Principal Balance as at the Relevant Date together with a fee calculated at the rate of one per cent. (1%) thereon for any termination of this Charter;

(ii) any accrued but unpaid Charterhire B as at the Relevant Date;

(iii) any Breakfunding Costs;

(iv) any documented costs incurred and expenses incurred by the Owners (and their financiers (if any)) in locating, repossessing or recovering the Vessel or collecting any payments due under this Charter or in obtaining the due performance of the obligations of the Charterers under this Charter or the other Leasing Documents and any default interest in relation thereto;

(v) any documented costs and expenses (including legal costs) incurred by the

Owners in connection with the termination of this Charter under Clause 44; and

(vi) all other outstanding documented amounts payable under this Charter together with any applicable interest thereon.

"**Total Loss**" means:

(a) actual, constructive, compromised, agreed or arranged total loss of the Vessel;

(b) 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 1 year without any right to an extension) unless it is redelivered within ninety (90) days to the full control of the Owners or the Charterers; or

(c) any arrest, capture, seizure or detention of the Vessel (including any hijacking or theft but excluding any event specified in paragraph (b) of this definition) unless it is redelivered within thirty (30) days to the full control of the Owners or the Charterers.

"**US Government Securities Business Day**" means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

"US Tax Obligor" means (a) a person which is resident for tax purposes in the United States of America or (b) a person some or all of whose payments under the Leasing Documents are from sources within the United States for United States federal income tax purposes.

"**USTR 301 Measures**" means the Notice of Action and Proposed Action in Section 301 Investigation of China's Targeting the Maritime, Logistics, and Shipbuilding Sectors for Dominance issued by the Office of the United States Trade Representative on 17 April 2025, as it may be amended or supplemented from time to time without taking into account any temporary suspension of the actions taken thereunder.

"**Vessel**" means the 115,000 dwt product and crude oil tanker having Builders' hull number CHB3017 being constructed by the Builders under the Shipbuilding Contract and which is to be named "Nave Magnolia" and registered under the name of the Owners with the Flag State upon Delivery.

59.2 In this Charter:

any "**Approved Manager**", any "**Approved Subcharterer**", either "**Builder**", the "**Charterers**", the "**Guarantor**", the "**Initial Subcharterer**", the "**Owners**", the "**Shareholder**", any "**Subcharterer**", any "**Collateral Charterer**", any "**Collateral Owner**", any **"Relevant Person",** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Leasing Documents.

"**agreed form**" means, in relation to a document, such document in a form agreed in writing by the Owners;

"**asset**" includes every kind of property, asset, interest or right, including any present, future

or contingent right to any revenues or other payment;

"**company**" includes any partnership, joint venture and unincorporated association;

"**consent**" includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration, notarisation and legalisation;

"**contingent liability**" means a liability which is not certain to arise and/or the amount of which remains unascertained;

"**continuing**" means, in relation to any Termination Event, a Termination Event which has not been waived by the Owners and in relation to any Potential Termination Event, a Potential Termination Event which has not been waived by the Owners;

"**control**" over a particular company means the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(a) cast, or control the casting of, more than 51 per cent, of the maximum number of votes that might be cast at a general meeting of such company; or

(b) appoint or remove all, or the majority, of the directors or other equivalent officers of such company; or

(c) give directions with respect to the operating and financial policies of such company with which the directors or other equivalent officers of such company are obliged to comply;

"**document**" includes a deed; also a letter, fax or telex;

the Owners' "**cost of funds**" in relation to the Instalment Balance or the Outstanding Principal Balance is a reference to the average cost (determined either on an actual or a notional basis) which the Owners would incur if they were to fund or finance, from whatever source(s) they may reasonably select, an amount equal to the amount of the relevant Instalment Balance or the Outstanding Principal Balance for a period equal in length to the Pre-delivery Interest Period of that Instalment Balance or the Term of the Outstanding Principal Balance (as the case may be);

"**expense**" means any kind of cost, charge or expense (including all legal costs, charges and expenses) and any applicable value added or other tax;

"**law**" includes any order or decree, any form of delegated legislation, any treaty or international convention and any regulation or resolution of the Council of the European Union, the European Commission, the United Nations or its Security Council, in each case as amended, supplemented, or replaced from time to time;

"**legal or administrative action**" means any legal proceeding or arbitration and any administrative or regulatory action or investigation;

"**liability**" includes every kind of debt or liability (present or future, certain or contingent), whether incurred as principal or surety or otherwise;

"**months**" shall be construed in accordance with Clause 59.3;

"**person**" includes any company; any state, political sub-division of a state and local or municipal authority; and any international organisation;

"**policy**", in relation to any insurance, includes a slip, cover note, certificate of entry or other document evidencing the contract of insurance or its terms;

"**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association which is a member of the International Group of P&I Clubs including pollution risks,

113

freight, demurrage and defence cover, extended passenger cover and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies by reason of the incorporation in them of clause 6 of the International Hull Clauses (1/11/02 or 1/11/03), clause 8 of the Institute Time Clauses (Hulls)(1/10/83) or clause 8 of the Institute Time Clauses (Hulls) (1/11/1995) or the Institute Amended Running Down Clause (1/10/71) or any equivalent provision;

"**regulation**" includes any regulation, rule, official directive, request or guideline whether or not having the force of law of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

"**subsidiary**" has the meaning given in Clause 59.4; and

"**tax**" includes any present or future tax, duty, impost, levy or charge of any kind which is imposed by any state, any political sub-division of a state or any local or municipal authority (including any such imposed in connection with exchange controls), and any connected penalty, interest or fine.

59.3 **Meaning of "month".** A period of one or more "months" ends on the day in the relevant calendar month numerically corresponding to the day of the calendar month on which the period started ("**the numerically corresponding day**"), but:

(a) on the Business Day following the numerically corresponding day if the numerically corresponding day is not a Business Day or, if there is no later Business Day in the same calendar month, on the Business Day preceding the numerically corresponding day; or

(b) on the last Business Day in the relevant calendar month, if the period started on the last Business Day in a calendar month or if the last calendar month of the period has no numerically corresponding day;

and "**month**" and "**monthly**" shall be construed accordingly.

59.4 Meaning of "**subsidiary**". A company (S) is a subsidiary of another company (P) if a majority of the issued shares in S (or a majority of the issued shares in S which carry unlimited rights to capital and income distributions) are directly owned by P or are indirectly attributable to P.

A company (S) is a subsidiary of another company (U) if S is a subsidiary of P and P is in turn a subsidiary of U.

For the purposes of this Charter and other Leasing Documents, references to the subsidiaries of the Guarantor shall exclude any subsidiary of the Guarantor which is publicly listed on any stock exchange.

59.5 In this Charter:

(a) references to a Leasing Document or any other document being in the form of a particular appendix or to any document referred to in the recitals include references to that form with any modifications to that form which the Owners approve;

(b) references to, or to a provision of, a Leasing Document or any other document are references to it as amended or supplemented, whether before the date of this Charter or otherwise;

(c) references to, or to a provision of, any law include any amendment, extension,

re-enactment or replacement, whether made before the date of this Charter or otherwise;

(d) words denoting the singular number shall include the plural and vice versa; and

(e) references to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Owners after consultation with the Charterers.

59.6 **Headings.** In interpreting a Leasing Document or any provision of a Leasing Document, all clauses, sub-clauses and other headings in that and any other Leasing Document shall be entirely disregarded.

EXECUTION PAGE

OWNERS

SIGNED	)
by	) /s/ Chu Cheuk Nam
as an attorney-in-fact	) Chu Cheuk Nam
for and on behalf of	)
SEA 201 LEASING CO. LIMITED	)
in the presence of:	)
Witness' signature:	) /s/ TSE Wing Lam
Witness' name:	) TSE Wing Lam
Witness' address:	) Suites 4610-4619, Jardine House 1 Connaught Place, Hong Kong

CHARTERERS

SIGNED	)/s/ Angeliki Kaperoni
by	) Angeliki Kaperoni
for and on behalf of	)
LEVITHA SHIPPING CORPORATION	)
as attorney-in-fact	)
in the presence of:	)
Witness' signature:	) /s/ Eleftheria Lydia Kouta
Witness' name:	) Eleftheria Lydia Kouta
Witness' address:	) Watson Farley & Williams Greece 348 Syngrou Avenue Kallithea 176 74 Athens- Greece