

COMMERCIAL CONFIDENTIAL

M.S."TBN" – IMO No. TBC

Rider clauses to the Lease Back Charter Party dated TBC 2015
Disponent Owners: JMTO – Charterers: TBC

Clause 25 Full Time Charter/ Full Lease Back charter for vessels position 1 and 2.

This Charter Party refers to Vessel number 1 and 2 in the RFP 15/2 dated 3. August 2015

Clause 26 Description of Vessel

All statements or information's concerning the description of the Vessel as stipulated in the tender material or in the Disponent Owners' tender to the Charterers Request for Proposal (RFP) 15/2 dated 3. August 2015, including Annex A – G plus Appendix A –C, are hereby incorporated in this Charter Party as Annex 2.

Any references to the Charter Party or to a provision thereof will also include the annexes to the Charter Party, or the appendices relevant to the provision in question, as the case may be.

If at the time of the Charter Party an inconsistency exists in any annexes between a requirement specified by the Disponent Owner in the RFP 15/2 and the Head Owners requirements response, the Disponent Owners requirement will prevail; however, this involves no restriction of the Head Owners duty to deliver any such additional services, capacities etc. in relation to the Disponent Owners requirements as may be included in the Head Owners requirements response at the time of the Charter Party.

Clause 27 Period / Delivery / Hire / Overtime

The Vessel will be chartered for a period of 4 years from delivery of the Vessel.

Delivery will take place after mutual agreement at mutually agreed port or place during third quarter of 2016 (vessel 1) and first quarter of 2017 (vessel 2).

Charter Hire: **Euro TBC** per day pro rata including overtime (see below) without adjustments save adjustments for inflation as stated below.

The parties agree that the Disponent Owners shall be compensated for higher general cost increases of operational expenses (OPEX) during the charter period. Therefore, the Charterers have agreed to an increase in the charter hire in any one year after the first two years during the charter period. The increase in the charter hire to be calculated with 50% of the inflation in excess of 2.5% per annum of OPEX, i.e. initially Euro 8.100/per day multiplied by $(x-2.5\%)$ divided by 2 equals the increase (X correspond to any

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percentage above 2.5%). Inflation in excess of 2.5% to be defined as an increase in excess of 2.5% in the EU Harmonized Indices of Consumer Prices (HICP) within the Euro-zone. The reference is quoted on Eurostat homepage. In case of deflation the parties to negotiate downwards adjustments. In case the chosen index, HICP, should discontinue or prove to be fundamentally misleading for the purpose of this clause, then the parties agree to amicably seek and agree a more relevant index.

The hire agreed is per day pro rata including wages and overtime to Master, Officers and Crew, any Broker commissions, economical compensations for operational support

Clause 28 Payment of Hire

The hire to be paid monthly in advance as stated in Clause 6.

Clause 29 Delayed Hire Payment

In the event hire has not been paid on due date to the Disponent Owners' bankers, Disponent Owners have the power to exercise their rights hereunder. However, Owners have to give the Charterers 48 hours warning in writing of their intention to exercise such rights.

Clause 30 Vessel's Designated Areas / Trading limits

In addition to box 17a (Trading Limits) the Charterers shall exercise due diligence to order the Vessel to safe berths, places or anchorages (or alongside Vessels or lighters) that the Vessel can approach, lie at and depart from, always afloat.

Clause 31 Carriage of Dangerous Cargo, Ammunition and Live Stock

Charterer's option to load hazardous cargoes including IMO Class 1 Goods / Ammunition / Pyrotechnics according to IMO Regulations and in accordance with the IMDG-Code, and according to the Vessel's dangerous goods certificate/regulations.

If any special measures have to be taken by reason of having such cargo on board, including without limitation erection and dismantling of magazines or and special fittings, or otherwise, required for the safe stowage of the cargo carried, the cost and time of same to be for Charterers' account and responsibility. If extra insurance premium is payable for such reason the cost of same has to be for Charterers' account.

Clause 32 Radioactive Material

Head Owners permit radioactive material to be shipped provided loaded, stowed, packed, labelled etc. in accordance with IMO Regulations and in

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accordance with the IMDG-Code and approved to be carried by the Head Owners' P & I Club, but such cargo not to be shipped without reasonable notice to the Head Owners and/or Master. All expenses in connection with delay or action against the Vessel due to the carriage of radioactive material are for Charterers' account.

Clause 33 On and Off-Hire Surveys

Joint on-hire and off-hire surveys shall be conducted by mutually acceptable surveyors at ports or places to be agreed. The on-hire survey shall be conducted without loss of time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers- time. Survey fees and expenses shall be shared equally between the Disponent Owners and the Charterers. Both surveys shall cover the condition of the Vessel and her equipment as well as quantities of fuel remaining on board. The Head Owners shall instruct the Master to cooperate with the surveyors in conducting such surveys.

Clause 34 Bunkers

The Charterers shall at port / place of delivery and the Disponent Owners at port / place of redelivery take over and pay for the bunkers on board. The Vessel is to be redelivered with approximately same quantities as on delivery. (See also Clause 61).

Prices at both ends for IFO 380 and Marine Gas Oil to be as paid by the Disponent Owners on last net bunkering before entering this charter. Cost of estimated bunkers on board on delivery to be paid together with the first hire payment, and any balance to be adjusted with the second hire payment.

The Charterers to bunker only from first class bunker suppliers. During each bunkering representative samples of the fuel(s) supplied shall be taken at the Vessel's bunkering manifold and sealed in presence of the supplier and the chief engineer.

Quality of fuel is always to be in accordance with ISO 8217:2005 or revised editions, and always to comply with the rules and regulations for the area in which the vessel is expected to sail/stay in.

According to ISO 8217:2005 – IFO 380 is now called IBF 380 / RMG and MGO / DMA.

Disponent Owners agree to join in Head Owners fuel testing program and will share the cost with Owners basis 50/50.

Fuel samples and bunker delivery notes shall be retained by the Vessel accordingly to MARPOL Annex VI.

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Quality of fuel has to be in accordance with Annex 1 to this Charter Party.

Clause 35 Lashing material

The Vessel is to provide and make available all lashing points, lashing materials, wooden dunnage, trestles etc., for a load of minimum 350 military vehicles and a full load of 20' containers. An Inventory List is enclosed as Annex 3. Such equipment to be in good working condition on delivery and maintained in such condition by Head Owners' crew during the currency of the Charter Party. Head Owners have to replace/repair equipment when worn out due to normal wear and tear.

The Vessel has to be redelivered with the same amount of lashing/securing materials. The Charterers are to be responsible for damages to lashing/securing materials and trailer trestles caused by stevedores/Charterers servants, fair wear and tear excepted. The Charterers are to replace/repair same at their expense.

Any additional materials required to be supplied by the Charterers at their expense, Charterers have the option to fit additional lashing points in their time and at their expenses subject to such fittings complying with the Vessel's class requirements, and Disponent Owners approval. If required by the Disponent Owners such fittings to be removed by the Charterers in their time and at their expense on redelivery.

Should the Charterers supply lashing material, gear, equipment or stores, the Master shall keep a record of it and care for it. Such material, gear, equipment or stores shall be redelivered to the Charterers at the time required by the Charterers in the same condition as supplied, fair wear and tear excepted.

Clause 36 Fittings

Subject to Disponent Owners' prior approval, the Charterers may at any time at their expense and in their time remove or alter all or any of the fittings or arrangements on board the Vessel and may erect any new fittings which they may require. Any alteration done to such fittings have to comply with the Vessel's class requirements. When giving notice of redelivery under Clause 7, the Charterers shall inform the Disponent Owners as to any removal or alteration of any fittings or arrangements on board and/or the erection of any new fittings effected by its subsequent to delivery.

The Disponent Owners shall there upon have the option of accepting redelivery of the Vessel as so altered, or of requiring the Charterers, at their time and expense, wholly or partly to restore the Vessel, as to structure, fittings or arrangements, to the state in which she was delivered, fair wear and tear excepted. The retention by the Disponent Owners' or Charterers'

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fittings shall be on terms to be mutually agreed before redelivery. Failing such agreement the Charterers shall have the right to remove their fittings at their time and expense.

Clause 37 Plug-in Points / Reefer Units

Charterers have the liberty to use the Vessel's existing electrical plugs for carriage of refrigerated / temperature units on board the Vessel. The Vessel's crew to assist to connect and disconnect cables to reefer units loaded on board, provided local regulations and customs allow Vessel's crew to do same. The Disponent Owners shall not be liable for the functioning of reefer respective heating machines attached to the trailers, containers or other articles of transport, even when caused by failure of Vessel's electric power supply.

In case of reefer units being carried under refrigeration, the vessel's crew to regularly supervise that the containers/trailers are properly functioning at the correct temperatures. The Master to ensure that full and correct deck and refrigeration logs are kept during the duration of each voyage and furnish Charterers, when required, with a true copy of daily logs. In case of malfunction, the Master immediately to notify Charterers' agents and, if reasonably possible, to render any possible assistance and repair if reasonably possible, to help maintain the temperatures of the reefers at the required levels provided physically possible and spare parts are available, but without responsibility and consequences for Disponent Owners for damage to cargo, in so far as reasons are concerned which had not been under control of the Owners/Master/crew.

In case work is performed, all expenses occurred on Disponent Owners' side to be for Charterers' account and to be paid by Charterers as debited by Disponent Owners. All spare parts to be delivered by Charterers and to remain Charterers' property.

Repairs are understood as being simple and not time consuming which crew can carry out.

Clause 38 Tugs / Breakdown of Bow Thrusters or Machinery / Pilots

In the event of breakdown of bow thrusters or machinery necessitating use of tugs, then cost for same to be for Head Owners' account. The Master is to do best at all times to avoid the use of tugs unless necessary e.g. in case of stress of weather or safety of the Vessel, crew or cargo.

The Master is not to use pilot unnecessarily, if not compulsory or otherwise advisable.

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Clause 39 Radars and Nautical Equipment

Radars and all other nautical equipment on board have to be maintained in good working order for Owners' account.

Clause 40 Lights for Night Work

The Vessel has to provide lights for night work free of expenses to Charterers.

Clause 41 Rules, regulations and Certificates etc.

On delivery the Vessel shall be free of any prior military and/or civilian commitments and shall comply with usual/normal international rules and regulations within the trading area. The Vessel must hold Suez certificate and Panama certificate.

The Vessel has to be able to trade to the United States. In case certificates expires during the charter period the Owners will renew such certificate(s) whenever necessary and at their expense. Cost of same and any detention or loss of time to be for the Head Owners account.

The Head Owners to supply valid deratization certificate on delivery covering the duration of the charter period.

Clause 42 Loading/Lashing/Securing/Unloading/Unlashing/Unsecuring of Cargo

Placing of trestles, lashing, unlashing, securing, unsecuring of trailers, lorries, other RoRo units and containers and other unit loads to deck or to the vessel's structure, to be performed by vessel's crew, If permitted by local authorities/regulations.

Vessel's officers to assist in supervision and instruct/advice deck hands accordingly. It is understood and mutually agreed that the master is always responsible for the lashing and securing of trailers, lorries, other RoRo units, containers and other unit loads. Any damage to the vessel, her tackle, apparel, furniture or else, resulting from insufficient lashing/securing of trailers, lorries, other RoRo units, containers and other units loads to be repaired at Head owners time and expense.

Charterers intention under this clause is to obtain lashing/securing operations in accordance with the customs of the trade. The securing of cargo on trailers or inside containers and other unit loads to be entirely charterers concern and responsibility. Any damage to the vessel, her tackle, apparel, furniture or else, resulting from insufficient lashing/securing of cargo in or on such loads to be repaired at charterers expense and time.

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Clause 43 Operation of Ramps and Doors

The opening and/or closing of Vessel's ramps, and/or doors and manoeuvring of the ramps to be effected by Vessel's crew at any time and at Head Owners' cost provided local regulations and customs allow Vessel's crew to do same. Otherwise shore hands have to be for Charterers' account.

In the event of the Vessel's cargo decks not being accessible for cargo operations as a consequence of stern doors/ramps breakdown the hire for any such period when exceeding 24 hours to be reduced pro rata (on basis of linear meters – see description clause 26 and Annex 1) provided the Charterers are prevented from loading and carrying cargo on that deck or cargo already carried remaining thereon.

Clause 44 Flag, Officers and Crew

- a. Vessel to fly Danish flag
- b. Masters of the Vessel must be Danish citizens, cf. the Danish Act on Manning of Ships (LBK nr. 74 af 17/01/2014 (Skibsbesætningsloven).
- c. Vessel can be manned by other officers and crew of EU/EØS nationality
- d. Deleted
- e. Deleted

Clause 45 Crew on strike

If officers and/or crew of the Vessel are on strike, Vessel to be off hire immediately, until she can again resume service.

Clause 46 Smuggling / Illegal Merchandise

Head Owners to be responsible for any consequences due to smuggling or possession of illegal merchandise by Vessel's officers/crew and any fines levied on the crew in respect of same. Repatriation of such crew, also any time lost, to be for Head Owners' account.

Charterers to be responsible for any consequences due to smuggling due to smuggling or possession of illegal merchandise by Charterers' representatives on board and any fines levied on Charterers' representatives in respect of same. Repatriation of such representatives, also any time lost, to be for Charterers' account.

Clause 47 Role of the Master

The Master shall prosecute all voyages hereunder with all reasonable despatch and shall keep correct deck and engine logs in English giving

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information regarding hours and distances run each day, daily fuel consumption, wind (Beaufort scale) and sea conditions and, if requested to make same available to the Charterers.

Clause 48 Master of the Vessel

The Master of the Vessel shall obey all orders which he may receive from the Charterers, or from any person authorised by the Charterers, as regard employment, agency or other similar matters, but he shall be solely responsible (on behalf of the Head Owners) for the management, handling and navigation of the Vessel. The Charterers will indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents, as well as from any irregularities consequent thereon in the Vessel's papers.

Clause 49 Dry-Docking

For any dry-docking necessary during the currency of this Charter Party, place and time to be mutually agreed between Disponent Owners and Charterers. During the positioning to and from dry-dock and during the dry-dock Vessel to be off hire. The cost of fuel consumed during the period and any expenses to be for Head Owners' account.

Clause 50 House Flag/Name/Hull/Funnel of the Vessel

If they so require, the Charterers shall, during the currency of this Charter Party be allowed to fly their own house flag and/or paint the funnel and the hull in Charterers' colours. All alterations including reinstatement shall be effected in the Charterers' time and at their expense.

Clause 51 Wireless station/GMDSS/Mobile Phone

Deleted

Clause 52 Supercargo/Drivers/Passengers

Deleted

Clause 53 Crew and Charterers' representatives

Deleted

Clause 54 Embarkation of Naval Cadets

Deleted

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Clause 55 BIMCO Standard Clauses and US trade clauses

The following BIMCO-wording clauses to be incorporated in this contract:

- Both-to-Blame Clause
- New Jason Clause
- Paramount Clause
- Himalaya Clause
- ISM Clause
- ISPS Clause Revised for Time Charter Parties
- Stowaway Clause for Time Charter Parties
- Piracy Clause for Time Charter Parties
- Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005

The following clauses are applicable for US trade:

- US Custom Advance Notification/AMS Clause
- US Customs 24 hour rule Clause
- US Security Clause
- US Anti Drug Abuse Act 1986 Clause.

Clause 56 Cargo Claims

The Disponent Owners shall be responsible for delay in delivery of the Vessel.

In all cargo claims arising under this Charter Party the Owners and the Vessel shall have the benefit of all the privileges, rights, immunities and limitations of liability to which they would be entitled if the cargo were carried under a Bill of Lading incorporating the rules adopted at Brussels on 25th August 1924 as amended by the protocol signed at Brussels on 23rd February 1968 (The Hague-Visby rules) (as amended).

Between the Charterers and the Disponent Owners the responsibility for any loss, damage, delay or failure in performance of this Charter in so far as cargo is concerned to be subject to the following mutual exceptions; Act of God, act of war, civil commotion, strikes, lockouts or stoppages or restraint of

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labour (excluding the Master, officers and crew) whether partial or general, restraints of princes and rulers.

Further, responsibility upon the Disponent Owners to be subject to the following exceptions: any act or neglect by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the fault of the Owners or their manager, collision or stranding, unforeseen breakdown or any latent defect in the Vessels' hull, equipment or machinery.

Clause 57 Deduction of Disbursements and Bunkers in Last Hire-Payment

In connection with the last payment of hire the Charterers shall be entitled to deduct a reasonable amount for estimated disbursements for the Disponent Owners' account along with estimated cost for bunkers remaining on board at redelivery. After redelivery of the Vessel any difference to be refunded by the Disponent Owners or paid by the Charterers as the case may be as soon as possible.

Clause 58 Fixture

The Disponent Owners and the Charterers shall use their best endeavours to keep details of this fixture strictly private and confidential.

Clause 59 P & I Club and Maritime Insurance

Head Owners guarantee that the Vessel is entered with a full P & I Association for full cover and shall remain entered with below P & I Association for the duration of the Charter.

Head Owners' P & I Club: **TBC**

Disponent Owners' P & I Club: TBC

Charterers P & I Club premium is payable by the end user.

See also the War Risk Indemnity Clause – Clause 60

Clause 60 War Risk Indemnity Clause

**War Risks Clause for Time Charters, 2004
(Code Name: CONWARTIME 2004)**

(a) For the purpose of this Clause, the words:

(i) "Owners" shall include the ship owners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

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(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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, in the reasonable judgement of the Master and/or the Owners, 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) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or 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, she shall be at liberty to leave it.

(c) The Vessel shall not be required to 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) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.

(ii) If the Underwriters of such insurance 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, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

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(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(f) The Vessel shall have 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 other Government to whose laws the Owners are subject, 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 order, 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, 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;

(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfillment of this Charter Party.

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The Vessel's value represented by its total sum insured is: **Euro TBC**

The Vessel's Hull & Machinery insurance are provided via Owners H & M Insurers TBC The Vessel's War Risk insurances are provided via Owners War Risk Insurers: TBC

The limit of liability for oil pollution is **USD 1 billion**

The limit liability for Owners' P & I Excess War Risk cover is **USD 500 million**.

Save as provided for in this clause, the Charterers shall not be liable for any loss or damage suffered by the Owners or the Vessel and caused by the occurrence of any risk normally covered by the Vessel's World-wide risks insurance.

The Owners will do their utmost to keep Charterers updated on War Risk Premium rates, when informed about the schedule for the Vessel.

If the Charterers prefer the Owners to arrange for War Risk coverage, the Owners are willing to do so for the Charterers' account.

Clause 61 Speed and Consumption

Deleted

Clause 62 Change of Flag

Deleted

Clause 63 Quiet Enjoyment Clause

Deleted

Clause 64 Disponent Owners' Call Back Option (Description for both vessels)

The vessels will be on notice for all military type of operations, including humanitarian operations.

The vessels are part of a Danish/German military readiness capacity pool, and the Disponent Owner hold a call back option, to temporarily call back the vessel with minimum 15 or 20 days of notice, respectively, to JMTO, in order to deploy each vessel into military and humanitarian operations.

Upon receiving such notice from disponent Owner, Charterer must deliver the vessel to the Disponent Owner at first inward sea pilot station at one

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Danish or German port in Disponent Owners option, with a window of up to 3 days before the date stipulated in the notice from the Disponent Owner.

Charterer shall acknowledge receipt of the notice from Disponent Owner, and within 3 working days advise which date Charterer intends to deliver the Vessel to Disponent Owners' designated port.

Upon completion of the employment, the Disponent Owner shall deliver the Vessel back to the Charterer at AFSPS 1SP UK East Coast/Continent/Scandinavia south of Bergen and west of Roenne in Charterers option.

Disponent Owner shall give the Charterer at least 15 days of notice about the forthcoming delivery back to the Charterer and upon such notice Charterer shall within 3 working days advise to which Port they request the Vessel delivered.

It is further agreed that the Disponent Owner shall endeavor to provide Charterer with the earliest possible pre-notice of, when it is expected that they will make use of the call Back option.

Disponent Owner shall further endeavor to assist Charterer best possible to locate or offer – whenever possible – a substitute vessel from the ARK capacity Pool.

This Charter Party shall be subject to the successful conclusion of head Charter Party between TBC and JMTO (as Charterer) of the vessel dated TBC.

This Charter Party shall become null and void simultaneously with cancellation and/or termination of the head Charter Party.

It is expressly agreed that JMTO's right to call back the Vessel is applicable for Operations with 15 days of notice (Vessel 1) or 20 days of notice (Vessel 2).

Clause 65 Reference

This Charter Party shall be subject to the successful conclusion of head Charter Party between TBC (as Head Owners) and JMTO (as Charterer) dated TBC 2015 for the same Vessel. This Charter Party shall become null and void simultaneously with cancellation and/or termination of the head Charter Party.

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Clause 66 Incorporation of RFP

Any requests, statements or information in the tender material or in the Head Owners tender in relation to the Disponent Owners Request for Proposal (RFP 15/2) dated 3rd August 2015, including Annex A-G plus Appendices A-C, are hereby incorporated in this Charter Party as Annex 2.

Any references to the Charter Party or to a provision thereof will also include the annexes to the Charter Party, or the appendices relevant to the provision in question, as the case may be.

If at the time of the Charter Party an inconsistency exists in any of the annexes between a requirement specified by the Charterer in the RFP 15/2 and the Head Owners requirements response, the Disponent Owners requirement will prevail; however, this involves no restriction of the Head Owners duty to deliver any such additional services in relation to the Disponent Owners requirements as may be included in the Head Owners requirements response at the time of the Charter Party.

For and on behalf of:

NN

For and on behalf of:

JMTO

Name:

.....

Title:

.....

Name:

Title:

Name:

.....

Title:

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