

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC SPLIT

MAŽURANIĆEVO ŠETALIŠTE 24b

21000 SPLIT

FINANCIJSKA AGENCIJA

RC SPLIT

23-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA
UR. BROJ

120-11/22-26/52
07-02-22-319

Nadležni trgovački sud Trgovački sud u Splitu

Poslovni broj spisa St-273/2022

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv Vinson Expeditions LLC

OIB 65589308349

Adresa / sjedište Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Maršalsko otočje MH96960

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo (BRODOSPLIT d.d.)

OIB 18556905592

Adresa / sjedište Put Supavla 21, 21000 Split

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

- U tijeku je arbitražni postupak, koji se vodi pred LMAA Arbitration u Londonu

- Ugovor o gradnji broda (Gradnja br.487) od 21. ožujka 2018. i odnosna dokumentacija kako je detaljno navedeno u tužbi

Iznos dospjele tražbine: **51.818.322,84 HRK**

Glavnica **49.683.503,43 HRK**

(EUR 652.500,00 = 4.927.530,58 HRK;

EUR 3.000.000,00 = 22.655.313,00 HRK;

USD 1.115.140,00 = 8.022.560,26 HRK;

USD 1.785.578,00 = 12.845.837,39 HRK;

GBP 138.144,19 = 1.232.262,20 HRK)

Kamate **2.134.819,41 HRK**

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
(kn)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

- tužba i prilozi tužbi;

- dodatak 10 – popis opreme i kvarova;

- prilog C - jamstva;

- potvrda o kamatama;

- računi u vezi troškova postupka;

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos _____ (kn)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

Mjesto i datum

U Zagrebu, 15.06.2022

Prilozi:

- punomoć;
- tužba s prilogima u prijevodu na hrvatski jezik po ovlaštenom sudskom tumaču;
- dodatak 10 – popis opreme i kvarova u prijevodu na hrvatski jezik po ovlaštenom sudskom tumaču;
- prilog C - jamstva u prijevodu na hrvatski jezik po ovlaštenom sudskom tumaču;
- potvrda o kamatama u prijevodu na hrvatski jezik po ovlaštenom sudskom tumaču;
- računi u vezi troškova postupka u prijevodu na hrvatski jezik po ovlaštenom sudskom tumaču;
- tečajna lista na dan 20.05.2022.

Vjerovnik, p.p.
ODVJETNIČKO DRUŠTVO ILL. LAW FIRM GP
KACIĆ & BRBORA
ODVJETNIK
LANA DODIG
Ulica Ivana Banjavčića 5, Zagreb, Croatia

PUNOMOĆ
POWER OF ATTORNEY

Mi, nižepotpisani, ovime opunomoćujemo
We, the undersigned, do hereby appoint

ODVJETNIČKO DRUŠTVO – LAW FIRM
KAČIĆ & BRBORA

Odvjetnici – Attorneys
Zdravka Kačića, Nikolicu Brboru Lanu Dodig i Gorana Krištovića
Ulica Ivana Banjavčića 5, 10 000 Zagreb, Croatia
tel: 385 1 46 35 500/ fax: 385 1 46 35 589

kao naše zastupnike u pravnoj stvari:
to act as our Attorney in the following matter:

kod Trgovačkog suda u Splitu / FINA /drugog nadležnog tijela
with Commercial court in Split / FINA /other competent body

broj St-273/2022
off.no St-273/2022

radi predstečajni postupak nad BRODOGRĐEVNA INDUSTRIJA SPLIT d.d.
for prebankruptcy proceedings over BRODOGRĐEVNA INDUSTRIJA SPLIT d.d.

Ovlašćujemo ih da nas zastupaju pred sudom i kod svih državnih tijela, radi zaštite i ostvarenja naših, na zakonu osnovanih prava, da upotrijebe sva pravna sredstva predviđena zakonom, naročito da podnose tužbe, zaključe nagodbu te poduzmu sve radnje koje u vlastitoj diskreciji smatraju potrebnim ili korisnim.	We authorize them to represent our interests before the court as well as with all state authorities with the aim of protecting our legal rights, to use all remedies provided by Law, especially to file complaints and motions, to conclude settlements and to take all actions which they, in their sole discretion, deem necessary or appropriate.
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U/at 112 Merton Street
TORONTO, CANADA, 30/05/2022.

 (PRESIDENT)

VINSON EXPEDITIONS LLC

By: Andrew White, Manager

(please insert the name and position of the authorized signatory)

"The Vessel shall be constructed, equipped and completed in accordance with the Specification Reg. No. 369005-TS-101-A-LMG-00001 Rev 03... and its appendices including the General Arrangement Plan Reg. No. 369005-DW-101-C-LMG-0001 Rev 06... for the LMG200PCS design attached hereto and forming part of this Contract.

The Vessel shall be designed and built in accordance with first class European shipbuilding practice for new vessels of similar type and characteristics as the Vessel with all new materials and equipment incorporated into the Vessel"

5.2. (at clause X):

"The Vessel shall be delivered by the Builder to the Buyer at Builder's Shipyard, free and clear of all liens, claims, mortgages and other encumbrances whatsoever, in clean and seaworthy condition ready for service in all respects, afloat and clear of obstruction, safely and securely moored alongside the Builder's quay on or before October 1, 2020 (such date, as extended for permissible delay in accordance with the terms hereof, the "Delivery Date")..."

5.3. (at clause XI):

"1. Delayed Delivery...

(b) If the delivery of the Vessel is delayed more than thirty (30) days and up to two hundred and ten (210) days beyond the Delivery Date (as extended by permissible delays), then in such event, beginning at midnight of the thirtieth (30th) day after delivery was required under this Contract, the price of the Vessel shall be reduced by deduction of Twenty-two Thousand Five Hundred Euro (€22,500 only) per each full day of delay in delivery after such first thirty days.

However, unless the parties agree otherwise, the total amount of reduction of the Contract Price in respect of delays shall not exceed the sum of Four Million Fifty Thousand Euro (€4,050,000 only) (amount due to cover the delay of one hundred and eighty (180) days counting from the thirtieth (30th) day after the Delivery Date (as extended by permissible delays) as computed at rate of deduction specified in the above)..."

5.4. (at clause XIII):

"1. Warranty...

(b) ...Under the provisions of this Clause the Builder shall repair, renew, replace or correct as necessary, within the limits of this Clause, at its works, or at another works in Croatia at Builder's option, all defective workmanship and material in the Vessel, its machinery and equipment (excluding only defects in Buyer's Supplies), and any deficiency in the same to perform the contractually specified functions, provided the same are discovered and are notified in writing to the Builder by the Buyer within the Warranty Period and the last notification, if any, can be done the first day after the Warranty Period expired and provided that the causes of such defects have not been caused by perils of the sea, inland waters or navigation, or by normal wear and tear (for the coated area European rust scale shall be applied), fire mismanagement or negligence of the Vessel's

crew, neglect, consumable materials, poor maritime maintenance of the Vessel, or by alteration or addition made by the Buyer

In the event that the Vessel cannot be conveniently brought to the Builder's Shipyard, the Buyer may cause the necessary repairs or replacements to be made elsewhere provided that the Buyer shall without any delay give the Builder notice of the time and place such repairs will be made allowing the Builder to inspect the nature and the extent of the defect(s) complained of. The Builder shall promptly advise the Buyer of its acceptance or rejection of the defect(s) as one that is subject to the warranty herein provided. In any case the Vessel shall be brought at the Buyer's cost and responsibility to the place elected and in all respects ready for warranty works to be performed.

The Builder shall reimburse the Buyer for the specified expenses of repair or renewals or corrections incurred by the Buyer for repairs made, excluding cost of tugs and other floating objects as well as harbour taxes if any, but such reimbursement shall not exceed the estimated cost of carrying out the warranty work at the Builder's Shipyard (such estimate to be reasonably detailed and provided to the Buyer for its review). The Builder's liability shall be limited to the amount that it would have cost the Builder to effect such work...

3. Assignment of Warranty

If the Buyer sells or bareboat charters the Vessel during the Warranty Period and wishes to assign its rights hereunder to the new owner or bareboat charterer, such assignment shall be subject to the Builder's consent, which shall not be unreasonably withheld or delayed. Builder's consent is hereby granted to an assignment of the warranty to Quark Expeditions, Inc. or its affiliate."

5.5. (at clause XXIII):

"The Builder understands and acknowledges that (i) the Buyer has entered into that certain Bareboat Charter, dated the date hereof (as amended from time to time...), with Vinson Expeditions LLC, a Marshall Islands limited liability company... pursuant to which the Buyer, as Owners, will bareboat charter the Vessel to the Charterers for a term of ten years commencing upon delivery of the Vessel by the Builder to the Buyer hereunder and simultaneous delivery of the Vessel by the Buyer to the Charterers under the Bareboat Charter...

The Builder understands and acknowledges that certain rights of the Buyer existing on the Delivery Date will be assigned by the Buyer to the Charterers in accordance with the Bareboat Charter. These rights include (i) any claim the Buyer may have to liquidated damages under this Contract (which are assigned by the Buyer to the Charterers pursuant to Clause 43(b) of the Bareboat Charter), and (ii) all rights of warranty under or in connection with this Contract (which are assigned by the Buyer to the Charterers pursuant to Clause 44 of the Bareboat Charter). The Builder confirms that it approves of these assignments and agrees to take such actions as are requested by the Buyer or the Charterers' Principal Representative to confirm its approval of the assignments or otherwise to enable the Buyer to assign to the rights described above."

6. A copy of the Shipbuilding Contract is at pp.1-231 of Annex A to these Claim Submissions.
7. The Shipbuilding Contract was amended 5 times, none of which amendments materially affected the clauses set out above. Copies of the amendments are at pp.232-256 of Annex A to these Claim Submissions.

The DIA

8. On 22 March 2018, the Yard and Vinson also entered into a Delivery Incentive Agreement (the "DIA") to incentivise the Yard to complete and deliver the Vessel on time.
9. The DIA provided, among other things, as follows:

9.1. (at clause 1):

1. Delivery Incentive Payment

(a) The following payment shall be made by the Charterers to the Builder, or by the Builder to the Charterers, depending on the date upon which the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers:

- (i) If the Vessel is delivered to the Charterers on or prior to September 24, 2020 (but not before September 1, 2020), the Charterers shall pay to the Builder the sum of Five Hundred Thousand Euro (€500,000.00); provided that if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, the amount payable by the Charterers to the Builder under this Section 1(a)(i) shall be Two Hundred Fifty Thousand Euro (€250,000.00).*
- (ii) If the Vessel is delivered to the Charterers on or after September 25, 2020 but no later than October 8, 2020, the Charterers shall pay to the Builder the sum of Two Hundred Fifty Thousand Euro (€250,000.00).*
- (iii) If the Vessel is delivered to the Charterers on or after October 9, 2020 but no later than October 22, 2020, neither Party shall make any payment to the other Party under this Agreement.*
- (iv) If the Vessel is delivered to the Charterers on or after October 23, 2020 but no later than October 30, 2020, the Builder shall pay to the Charterers the sum of Two Hundred Fifty Thousand Euro (€250,000.00).*

(v) *If the Vessel is delivered to the Charterers on or after October 31, 2020, the Builder shall pay to the Charterers the sum of Five Hundred Thousand Euro (€500,000.00)...*

(e) It is understood, acknowledged and agreed that this Agreement and any payments made hereunder shall have no effect on the terms of the Building Contract, including (without limitation) any obligation of the Builder to pay liquidated damages to the Buyer in accordance with the terms thereof"

10. A copy of the DIA is at pp.257-262 of Annex A to these Claim Submissions.
11. By a variation agreement dated 12 December 2019, the Yard and Vinson agreed to reset the incentives under the DIA. See a copy of that variation agreement at pp.263-267 of Annex A to these Claim Submissions.
12. By a further variation agreement dated 16 October 2020, the Yard and Vinson further adjusted the incentive structure in the DIA, agreeing to replace clause 1(a) of the same (as amended) with the following:

"1. Liquidated Damages Payments

(a) The following payment shall be made by the Builder to the Charterers, depending on the date upon which the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers:

- (i) If the Vessel is delivered to the Charterers after 1 February 2021 the Builder shall pay to the Charterers the sum of One Hundred Thousand Euro (€100,000.00) for each and every day of delay thereafter, subject to a maximum of Three Million Euro (€3,000,000.00) as at 3 March 2021".*

13. A copy of the further variation agreement is at pp.268-272 of Annex A to these Claim Submissions.

The BBC and the purchase of the Vessel

14. By a bareboat charter also dated 22 March 2018 (the "BBC"), Vinson agreed to charter the Vessel from Polaris for 10 years.
15. The BBC provided (among other things) that:
 - 15.1. (at clause 43):

"(a) Any liquidated damages payable by the Builder to the Owners as Buyer under the Building Contract shall be paid promptly by the Owners to the Charterers. Any liquidated damages applied as a reduction to the Contract Price

of the Vessel under the Building Contract shall be applied as a credit against Charter Hire payable during the first twelve months of the Charter Period, with such credit applied in equal installments to such Charter Hire payments. In the event that the Charterers exercise their purchase option pursuant to Annex E during the first twelve months of the Charter Period, the purchase price payable by the Charterers in connection therewith shall be reduced by the amount of any credit for liquidated damages that would have been applied to Charter Hire payments due on or after the closing date of the Charterers' purchase of the Vessel pursuant to Annex E"

15.2. (at clause 44):

"Warranty Claims. The Owners hereby assign, effective on the Delivery Date, to the Charterers, for the duration of the Charter Period, all rights of warranty under or in connection with the Building Contract. The Owners represent and warrant to the Charterers that they have full right and authorization to transfer such rights and that such rights are free and clear of all encumbrances and security interests..."

15.3. (at Annex E):

"1. Provided that no Event of Charterers Default is then continuing, it is agreed that during the Charter Period, the Charterers shall have the option to purchase the Vessel at any time subject to Paragraph 2 and Paragraph 4 below. The Charterers may exercise their option by notice in writing to the Owners stating the desired time and place for closing of the sale and purchase of the Vessel, such notice to be delivered to the Owners not less than thirty (30) days prior to the intended date of closing on the sale of the Vessel".

16. A copy of the BBC is at pp.273-359 of Annex A to these Claim Submissions.

17. On 1 January 2021, Vinson gave notice to Polaris that it would exercise the purchase option in the BBC at the time and place that the Vessel was delivered by the Yard, then stated to be 1 February 2021. See p.360 of Annex A to these Claim Submissions.

CCO No.33

18. By contract change order no.33 ("CCO 33"), the Yard agreed:

18.1. to make various changes to materials and design for the Vessel;

18.2. to adjust the Delivery Date under the Shipbuilding Contract to 1 February 2021;

18.3. to permit Polaris / Vinson to lay up the Vessel free of charge at the shipyard after delivery, up until 30 September 2021; and

18.4. to provide 20,000 manhours of labour to make additional improvements to the Vessel at Vinson's direction. These manhours were not to be used on post-delivery work to meet contractual obligations, nor on warranty work for defects.

19. A copy of CCO 33 is at pp.361-362 of Annex A to these Claim Submissions.

Settlement Agreement

20. By a Settlement Agreement dated 28 March 2021 (the "**Settlement Agreement**"), agreement was reached between the Yard, Vinson and Polaris as to the delivery and purchase of the Vessel.

21. The Settlement Agreement provided (among other things) that:

21.1. (at recital (d)):

Both Vinson and the Yard consider that they have, as at the date of this Agreement, outstanding claims against each other as follows:

- i. *Vinson considers it is entitled to payment in respect of (a) liquidated damages under the SBC, and (b) sums due under the DIA (together, "Vinson's Current Claims"), which Claims are denied by the Yard; and*
- ii. *The Yard considers it is entitled to (a) permissible delay, and any associated costs which may be due to the Yard by the Buyer pursuant to the SBC in the event it were to establish any such permissible delay (see Appendix 1 hereto), as a result of claimed force majeure, and other delay events under the SBC and DIA, and (b) payment and permissible delay in respect of claimed contractual Change Orders (as referred to in the SBC) numbered 39 to 48 (the "Yard's Current Claims"), which Claims are denied by Vinson, together the "Potential Claims".*

21.2. (at clause 1):

"The Parties will exercise all reasonable endeavours to enable delivery and purchase of the Vessel to take place under the SBC and the Charter as soon as possible, notwithstanding whether or not the Vessel is in a fit state for delivery as per the terms of the SBC"

21.3. (at clause 5):

"The Yard hereby agrees that it will not unilaterally pursue the Yard's Current Claims against Vinson. If Vinson seeks to pursue Vinson's Current Claims, such proceedings to be commenced within 6 months of delivery of the Vessel, then all of the Potential Claims (notwithstanding the current Clause 4 of the DIA) are to be referred for a single arbitration 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..."

22. A copy of the Settlement Agreement is at pp.363 of Annex A to these Claim Submissions.

Delivery and acceptance of the Vessel

23. On 1 April 2021:

23.1. The Vessel was delivered to and accepted by Polaris (as confirmed by Vinson), as evidence of which the Yard and Polaris signed a Protocol of Delivery and Acceptance (the "**Protocol**"). A copy of the Protocol is at pp.370-407 of Annex A to these Claim Submissions; and

23.2. The Vessel was purchased by Vinson from Polaris.

24. The Protocol recorded that it did not "...release the Builder from (a) its responsibilities and obligations under Clause XIII (Warranty) of the Building Contract or (b) its obligation to complete post-delivery work in accordance with Appendix 10 (Undertaking Outstanding Items) hereto".

25. In Appendix 10 to the Protocol (see p.389-407 of Annex A to these Claim Submissions), the Builder undertook to both Polaris and Vinson that it would "...deliver and complete the outstanding items or unfinished work listed in the Annex thereto... no later than one month from the date hereof or as otherwise indicated in the Annex hereto...".

26. Vinson will refer to the work listed in the annex to Appendix 10 as the "**Appendix 10 Work**".

Post-delivery

27. Following delivery, the Vessel did not immediately depart from the shipyard. The Vessel remained in the Yard to enable the Yard to (i) complete the Appendix 10 Work and (ii) carry out improvement works of Vinson's choosing, using the 20,000 manhours promised pursuant to CCO 33. However, the Yard placed numerous obstacles in the way of Vinson's works, such as demanding that Vinson's contractors enter into agreements with the Yard and refusing them access to the Vessel.
28. The Yard performed some of the Appendix 10 Work, but progress was slow. The Appendix 10 Work was not completed by 1 May 2021.

29. Vinson notified the Yard of various warranty claims as the same came to light. Instead of taking steps to remedy the defects, the Yard argued that Vinson was obliged first to sign an agreement about a guarantee engineer.

Departure from the shipyard

30. The Yard began to insist that the Vessel would have to depart from the Yard or would be subject to Croatian VAT and/or other taxes. It argued that it was not obliged to provide the 20,000 manhours promised pursuant to CCO 33 to make additional improvements at Vinson's direction, supposedly on the basis that CCO 33 had been agreed with Polaris (not Vinson). The Yard made allegations of bad faith against Vinson and appeared unhappy at the agreement contained in CCO 33 to allow the Vessel to stay at the shipyard free of charge. For example, following delivery the Yard raised invoices for services which were an inevitable part of lay up in the shipyard.
31. Moreover, the majority of the Appendix 10 Work remained incomplete.
32. Accordingly, Vinson reached the conclusion that, in order to ensure the timely and proper completion of the outstanding work onboard the Vessel, the Vessel would need to move to an alternative shipyard.
33. By a letter dated 25 May 2021 (see pp.408-412 of Annex A to these Claim Submissions), Vinson notified the Yard that it no longer wished to use the facility to lay up the Vessel at the shipyard and that it would be taking the Vessel to a shipyard in Trieste. Vinson made clear that it considered the Yard's failure to perform the Appendix 10 Work and conduct more generally to have been repudiatory, but that in any event it would continue to permit the Yard's workers access to the Vessel at the shipyard in Trieste to complete that work, if the Yard would confirm its willingness to do so.
34. In response, by a letter dated 28 May 2021 (see pp.413-418 of Annex A to these Claim Submissions), the Yard did not agree to perform any more of the Appendix 10 Work. On the contrary, it alleged that it was now released from any obligation to complete the Vessel or carry out warranty work and instead offered to carry out the Appendix 10 Work only if Vinson returned the Vessel to the shipyard and

agreed to pay further sums. The Yard adopted the same position in a further letter dated 3 June 2021 (see p.419 of Annex A to these Claim Submissions).

35. For completeness, in its reply dated 7 June 2021 (see pp.420-425 of Annex A to these Claim Submissions), Vinson again accepted the Yard's renunciation/repudiatory breach (i.e. offering to carry out the Appendix 10 Work only if any additional payment was made) and terminated the agreement about performance of the Appendix 10 Work.
36. The Yard also refused to perform any warranty work in its letter dated 28 May 2021. Vinson also accepted that renunciation and terminated the warranty by its letter of 7 June 2021.

Vinson's claims

37. By reason of the late delivery of the Vessel (still incomplete) on 1 April 2021, Vinson is entitled to be paid:
 - 37.1. liquidated damages pursuant to clause XI of the Shipbuilding Contract in the sum of €652,500, on the basis that the delivery of the Vessel was 59 days late; and
 - 37.2. sums due under the DIA (as amended) of €3,000,000, on the basis that the Vessel was delivered after 3 March 2021.
38. The Yard has refused and/or failed to pay the said sums to Vinson, whereupon Vinson has suffered loss and damage in a like amount.
39. Further, by reason of the Yard's failure to complete the Appendix 10 Work within 1 month (or at all) and renunciation of Appendix 10, Vinson has suffered loss and damage, namely the cost of completing the Appendix 10 Work itself, as more fully set out in Annex B.
40. In addition, by reason of the Yard's refusal and/or failure to carry out warranty work, and renunciation of clause XIII of the Shipbuilding Contract, Vinson has suffered loss and damage, namely the cost of remedying those defects itself, as more fully set out in Annex C.

Interest

41. Further, Vinson is entitled to and claims interest on such sums as are awarded to it, at such commercial rate, for such period and with such rests, as the Tribunal shall think fit, pursuant to s.49 of the Arbitration Act 1996.

AND THE CLAIMANT CLAIMS:-

- (1) Payment of the said sums of €652,500 and €3,000,000.
- (2) Damages for breach of the Shipbuilding Contract, the DIA and/or the Protocol.
- (3) Interest as aforesaid.
- (4) Costs.
- (5) Further or other relief.

SEAN O'SULLIVAN QC

DATED this 4th day of November 2021 by Stephenson Harwood LLP of 1 Finsbury Circus, London EC2M 7SH. Solicitors for the Claimant.

Ovaj se prijevod sastoji od

11 stranica.

Br. ov.: 177/2022

Datum: 15.6.2022.

Ovjereni prijevod
s engleskog jezika

S OBZIROM NA ZAKON O ARBITRAŽI IZ 1996.

I U PREDMETU ARBITRAŽE

I Z M E Ć U :-

Ovjerio vjerodostojnu presliku ovog 15. dana lipnja
/potpis nečitljiv/ 2022.
RICHARD MURRAY
Stephenson Harwood LLP
1 Finsbury Circus
London
EC2M 7SH

VINSON EXPEDITIONS LLC

Tužitelj

- i -

BRODOGRAĐEVNA INDUSTRIJA SPLIT

Tuženik

„GRADNJA BR. 487”

TUŽBA

Stranke

1. Tužitelj („Vinson”) jest sada brodar raspolagatelj broda za krstarenja polarnim područjima pod nazivom „Gradnja br. 487” („Plovilo”). Dio je grupe trgovačkih društava koja se bave specijaliziranim luksuznim turizmom.
2. Tuženik („Brodogradilište”) brodogradilište je koje se nalazi u Hrvatskoj.
3. Polaris Exploration Inc. („Polaris”) povezano je društvo Brodogradilišta te prvotni kupac Plovila na temelju brodograđevnog ugovora, a u originalnom planu zamišljeno je da Vinson, u okviru opcije (a) zakupi Plovilo bez posade od društva Polaris ili (b) kupi Plovilo od društva Polaris po njegovoj isporuci ili u bilo kojem trenutku nakon isporuke.

Brodograđevni ugovor

4. U skladu s uvjetima iz brodograđevnog ugovora koji su 22. ožujka 2018. sklopili Brodogradilište i Polaris („Brodograđevni ugovor”), Brodogradilište je pristalo izgraditi Plovilo, a Polaris kupiti ga.
5. Brodograđevnim ugovorom, među ostalim, propisano je sljedeće:
 - 5.1. (u članku I.):

„Plovilo mora biti izgrađeno, opremljeno i dovršeno u skladu sa Specifikacijom pod reg. br. 369005-TS-101-A-LMG-00001 Rev. 03... i njegovim dodacima, uključujući Opći plan raspodjele pod reg. br. 369005-DW-101- C-LMG-0001 Rev. 06....za projektni nacrt LMG200PCS koji je ovdje priložen i koji čini sastavni dio ovog Ugovora.

Plovilo mora biti projektirano i izgrađeno u skladu s vrhunskom europskom praksom brodogradnje za nova plovila slične vrste i karakteristika predmetnog Plovila, pri čemu se u Plovilo ugrađuju potpuno novi materijali i oprema”

5.2. (u članku X.):

„Plovilo isporučuje Graditelj Kupcu na Brodogradilište Graditelja bez ikakvih zaloga, potraživanja, hipoteka i drugih tereta bilo koje vrste, u čistom stanju spremnom za plovidbu, spremno za rad u svim pogledima, u plutajućem stanju i bez prepreka, sigurno usidreno uz pristanište Graditelja, najkasnije 1. listopada 2020. (taj datum, kako se produljuje u skladu s dopuštenim kašnjenjem na temelju uvjeta iz ovog Ugovora, navodi se kao „Datum isporuke”)...”

5.3. (u članku XI.):

„1. Zakašnjenja isporuka...

- (b) *Ako isporuka Plovila kasni više od trideset (30) dana i do dvjesto deset (210) dana nakon Datuma isporuke (kako je produljen u skladu s dopuštenim kašnjenjima), tada se u takvom slučaju, počevši od ponoći tridesetog (30.) dana nakon isporuke zahtijevane na temelju ovog Ugovora, cijena Plovila umanjuje za iznos od dvadeset dvije tisuće petsto eura (samo 22.500 EUR) po punom danu kašnjenja isporuke nakon navedenih prvih trideset dana.*

Međutim, osim ako strane dogovore drukčije, ukupni iznos umanjenja Ugovorne cijene u pogledu kašnjenja ne premašuje iznos od četiri milijuna pedeset tisuća eura (samo 4.050.000 EUR) (iznos koji treba pokriti kašnjenje od sto osamdeset (180) dana računajući od tridesetog (30.) dana nakon Datuma isporuke (kako je produljen u skladu s dopuštenim kašnjenjima) kao što je izračunano po prethodno navedenoj stopi umanjenja)...”

5.4. (u članku XIII.):

„1. Jamstvo...

- (b) *...U skladu s odredbama ovog članka Graditelj je dužan, prema potrebi, izvršiti popravke, obnovu, zamjenu ili ispravke, u skladu s ograničenjima ovog članka, a koji se odnose na njegove radove ili druge radove izvršene u Hrvatskoj po izboru Graditelja, svih nedostataka u izradi i materijalu Plovila, njegovih strojeva i opreme (isključujući samo nedostatke u Materijalima i opremi Kupca), te svih nepravilnosti na istome kako bi se mogle vršiti ugovorene funkcije, pod uvjetom da je iste otkrio Kupac i o tome u pisanom obliku obavijestio Graditelja u Jamstvenom razdoblju, pri čemu se posljednja obavijest, ako postoji, može poslati prvog dana po isteku Jamstvenog roka, te pod uvjetom da takvi nedostaci nisu bili uzrokovani opasnostima na moru, u unutarnjim vodama ili navigacijom, ili uobičajenim habanjem (za premazano područje primjenjuje se europska ljestvica zahrđalosti), pogrešnim upravljanjem gašenjem požara ili nemarom*

posade Plovila, nebrigom, potrošnim materijalima, lošim održavanjem Plovila na moru, ili nekom izmjenom ili dodatkom koji je uveo Kupac

U slučaju da Plovilo nije moguće prikladno dovesti u Brodogradilište Graditelja, Kupac može naložiti da se nužni popravci ili zamjene izvrše drugdje, pod uvjetom da Kupac bez odlaganja obavijesti Graditelja o vremenu i mjestu gdje će se takvi popravci izvršiti te omogućiti Graditelju da pregleda narav i opseg predmetnog nedostatka (ili više njih). Graditelj je dužan odmah obavijestiti Kupca o svojem prihvaćanju ili odbijanju nedostatka (ili više njih) kao onog koji je obuhvaćen jamstvom iz ovog Ugovora. U svakom slučaju, Plovilo se o trošku Kupca i pod njegovom odgovornošću dovodi do odabranog mjesta koje je u svakom pogledu spremno za izvedbu radova obuhvaćenih jamstvom.

Graditelj je dužan Kupcu nadoknaditi utvrđene troškove popravaka, obnova ili ispravaka koje je Kupac imao za izvršene popravke, isključujući troškove tegljača i drugih plutajućih objekata kao i lučke pristojbe, ako postoje, pri čemu takva nadoknada ne smije biti veća od procijenjenih troškova izvršenja radova obuhvaćenih jamstvom u Brodogradilištu Graditelja (tu je procjenu potrebno opisati uz primjerenu razinu detaljnosti i pružiti Kupcu na pregled). Odgovornost Graditelja ograničena je na iznos troškova koje bi Graditelj imao za izvršenje takvih radova...

3. Ustup jamstva

Ako Kupac proda Plovilo ili ga da u zakup bez posade tijekom Jamstvenog razdoblja te želi ustupiti prava koja su mu ovime dodijeljena novom vlasniku ili osobi kojoj je Plovilo bez posade dao u zakup, taj ustup prava podliježe suglasnosti Graditelja, koju se ne smije neopravdano uskratiti ili zadržavati. Ovime se daje suglasnost Graditelja na ustup jamstva društvu Quark Expeditions, Inc. ili njegovu povezanom društvu."

5.5. (u članku XXIII.):

„Graditelj razumije i potvrđuje da (i) je Kupac sklopio taj konkretni Ugovor o zakupu broda bez posade, na ovdje navedeni datum (s povremenim izmjenama i dopunama...), s društvom Vinson Expeditions LLC, društvom s ograničenom odgovornošću s Maršalovih Otoka... u skladu s kojim će Kupac, kao Vlasnici, dati Plovilo bez posade u zakup Zakupnicima na razdoblje od deset godina koje započinje od trenutka kada Graditelj isporuči Plovilo Kupcu na temelju ovog Ugovora te istodobnog trenutka kada Kupac isporuči Plovilo Zakupnicima na temelju Ugovora o zakupu broda bez posade...

Graditelj razumije i potvrđuje da će Kupac neka od svojih prava koja postoje na Datum isporuke ustupiti Zakupnicima na temelju Ugovora o zakupu broda bez posade. Ta prava uključuju (i) moguća potraživanja Kupca na ime ugovorne kazne na temelju ovog Ugovora (koje Kupac ustupa Zakupnicima u skladu s člankom 43.(b) Ugovora o zakupu broda bez posade), te (ii) sva prava jamstva koja proizlaze iz ovog Ugovora ili su s njime povezana (koja Kupac ustupa Zakupnicima u skladu s člankom 44. Ugovora o zakupu broda bez posade). Graditelj potvrđuje da odobrava te ustupe i pristaje na poduzimanje radnji koje zatraži Kupac ili Glavni predstavnik Zakupnika u svrhu potvrđivanja svojeg odobrenja ustupa ili na omogućavanje Kupcu na neki drugi način da ustupi prethodno opisana prava."

6. Primjerak Brodograđevnog ugovora nalazi se na str. 1. – 231. Priloga A ovoj Tužbi.
7. Brodograđevni ugovor izmijenjen je pet puta, ali nijedna od tih izmjena nije bitno utjecala na prethodno navedene članke. Primjerci izmjena nalaze se na str. 232. – 256. Priloga A ovoj Tužbi.

Sporazum o poticanju isporuke

8. Brodogradilište i Vinson 22. ožujka 2018. sklopili su i Sporazum o poticanju isporuke („DIA”) kojim se Brodogradilište potiče da na vrijeme dovrši i isporuči Plovilo.
9. Sporazumom o poticanju isporuke, među ostalim, propisano je sljedeće:

9.1. (u članku 1.):

1. Plaćanje kao poticaj isporuci

(a) Sljedeće plaćanje izvršavaju Zakupnici Graditelju ili Graditelj Zakupnicima, ovisno o datumu na koji Plovilo isporuče (x) Vlasnici Zakupnicima na temelju Ugovora o zakupu broda bez posade, ili (y) Graditelj Zakupnicima ako Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Plovilom izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora:

- (i) Ako se Plovilo isporuči Zakupnicima najkasnije 24. rujna 2020. (ali ne prije 1. rujna 2020.), Zakupnici su dužni platiti Graditelju iznos od petsto tisuća eura (500.000,00 EUR); pod uvjetom da Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Plovilom izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora, iznos koji Zakupnici trebaju platiti Graditelju u skladu s ovim odjeljkom 1.(a)(i) iznosi dvjesto pedeset tisuća eura (250.000,00 EUR).*
- (ii) Ako se Plovilo isporuči Zakupnicima 25. rujna 2020. ili nakon tog datuma, ali najkasnije 8. listopada 2020., Zakupnici su dužni platiti Graditelju iznos od dvjesto pedeset tisuća eura (250.000,00 EUR).*
- (iii) Ako se Plovilo isporuči Zakupnicima 9. listopada 2020. ili nakon tog datuma, ali najkasnije 22. listopada 2020., nijedna Strana ne vrši plaćanje drugoj Strani na temelju ovog Sporazuma.*
- (iv) Ako se Plovilo isporuči Zakupnicima 23. listopada 2020. ili nakon tog datuma, ali najkasnije 30. listopada 2020., Graditelj je Zakupnicima dužan platiti iznos od dvjesto pedeset tisuća eura (250.000,00 EUR).*

(v) *Ako se Plovilo isporučiti Zakupnicima 31. listopada 2020. ili nakon tog datuma, Graditelj je Zakupnicima dužan platiti iznos od petsto tisuća eura (500.000,00 EUR)...*

(e) Podrazumijeva se, potvrđuje i dogovara da ovaj Sporazum i sva plaćanja koja iz njega proizlaze nemaju nikakvog učinka na uvjete Brodograđevnog ugovora, uključujući (bez ograničenja) sve obveze Graditelja u pogledu plaćanja ugovorne kazne Kupcu u skladu s uvjetima tog ugovora"

10. Primjerak Sporazuma o poticanju isporuke nalazi se na str. 257. – 262. Priloga A ovoj Tužbi.
11. U skladu sa sporazumom o izmjeni od 12. prosinca 2019., Brodogradilište i Vinson dogovorili su ponovno utvrđivanje poticaja u okviru Sporazuma o poticanju isporuke. Primjerak tog sporazuma o izmjeni nalazi se na str. 263. – 267. Priloga A ovoj Tužbi.
12. U dodatnom sporazumu o izmjeni od 16. listopada 2020. Brodogradilište i Vinson dodatno su prilagodili poticajnu strukturu u okviru Sporazuma o poticanju isporuke te su dogovorili zamjenu članka 1.(a) tog ugovora (kako je izmijenjen) sljedećim:

„1. *Plaćanja ugovorne kazne*

(a) Sljedeće plaćanje izvršava Graditelj Zakupnicima ovisno o datumu na koji Plovilo isporuče (x) Vlasnici Zakupnicima na temelju Ugovora o zakupu broda bez posade, ili (y) Graditelj Zakupnicima ako Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Plovilom izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora:

(i) Ako se Plovilo isporuči Zakupnicima nakon 1. veljače 2021., Graditelj Zakupnicima plaća iznos od sto tisuća eura (100.000,00 EUR) za svaki dan kašnjenja nakon tog datuma, s najvećim mogućim iznosom od tri milijuna eura (3.000.000,00 EUR) na dan 3. ožujka 2021."

13. Primjerak dodatnog sporazuma o izmjeni nalazi se na str. 268. – 272. Priloga A ovoj Tužbi.

Ugovor o zakupu broda bez posade i kupnja Plovila

14. Na temelju ugovora o zakupu broda bez posade koji je isto tako sklopljen 22. ožujka 2018. („BBC”), Vinson je pristao uzeti Plovilo u zakup od društva Polaris na razdoblje od 10 godina.
15. Ugovorom o zakupu broda bez posade (među ostalim) propisano je sljedeće:
- 15.1. (u članku 43.):

„(a) Svaku ugovornu kaznu koju Graditelj treba platiti Vlasnicima kao Kupcu na temelju Brodograđevnog ugovora Vlasnici trebaju bez odgode platiti Zakupnicima. Eventualna ugovorna kazna kojom se umanjuje Ugovorna cijena

Plovila na temelju Brodograđevnog ugovora primjenjuje se kao odbitak za Zakupninu koja se plaća tijekom prvih dvanaest mjeseci Razdoblja zakupa, pri čemu se taj odbitak primjenjuje u jednakim obrocima na predmetna plaćanja Zakupnine. U slučaju da Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E tijekom prvih dvanaest mjeseci Razdoblja zakupa, kupoprodajna cijena koju Zakupnici plaćaju u tom pogledu umanjuje se za iznos eventualnog odbitka za ugovornu kaznu koji bi se primjenjivao na plaćanja Zakupnine koja dospijevaju na datum ili nakon datuma na koji se zaključuje kupnja Plovila od strane Zakupnika u skladu s Prilogom E"

15.2. (u članku 44.):

„Jamstveni zahtjevi. Vlasnici ovime ustupaju Zakupnicima na Datum isporuke, za vrijeme trajanja Razdoblja zakupa, sva prava na jamstvo koja proizlaze iz Brodograđevnog ugovora ili su povezana s njim. Vlasnici izjavljuju i jamče Zakupnicima da imaju puno pravo i ovlaštenje ustupiti ta prava i da se na ta prava ne primjenjuju nikakvi tereti ili založna prava...”

15.3. (u Prilogu E):

„1. Pod uvjetom da ne traje nikakav slučaj neispunjavanja obveza Zakupnika, dogovara se da Zakupnici, za vrijeme trajanja Razdoblja zakupa, imaju mogućnost kupnje Plovila u bilo kojem trenutku u skladu sa stavcima 2. i 4. u nastavku. Zakupnici mogu iskoristiti tu mogućnost slanjem pisane obavijesti Vlasnicima, u kojoj navode željeno vrijeme i mjesto zaključenja kupoprodaje Plovila, a tu obavijest treba dostaviti Vlasnicima najkasnije trideset (30) dana prije datuma predviđenog za zaključenje prodaje Plovila.”

16. Primjerak Ugovora o zakupu broda bez posade nalazi se na str. 273. – 359. Priloga A ovoj Tužbi.
17. Vinson je 1. siječnja 2021. poslao obavijest društvu Polaris o tome da će iskoristiti mogućnost kupnje iz Ugovora o zakupu broda bez posade u vrijeme i na mjestu na kojem Brodogradilište isporuči Plovilo, koje je tom prilikom navedeno kao 1. veljače 2021. Vidjeti str. 360. Priloga A ovoj Tužbi.

Nalog za izmjenu ugovora br. 33

18. Nalogom za izmjenu ugovora br. 33 („CCO 33”) Brodogradilište je pristalo na sljedeće:
- 18.1. izvršiti razne promjene u pogledu materijala i projekta Plovila;
- 18.2. promijeniti Datum isporuke iz Brodograđevnog ugovora na 1. veljače 2021.;
- 18.3. dopustiti društvima Polaris / Vinson besplatan smještaj Plovila na brodogradilištu nakon isporuke, sve do 30. rujna 2021.; i

18.4. osigurati 20.000 radnih sati kako bi se uvela dodatna poboljšanja u Plovilo po uputi društva Vinson. Ti radni sati nisu se smjeli trošiti na radove koji slijede isporuci u svrhu izvršavanja ugovornih obveza ni na radove otklanjanja nedostataka obuhvaćene jamstvom.

19. Primjerak Naloga za izmjenu ugovora br. 33 nalazi se na str. 361. – 362. Priloga A ovoj Tužbi.

Sporazum o namiri

20. Sporazumom o namiri od 28. ožujka 2021. („Sporazum o namiri”), Brodogradilište, Vinson i Polaris postigli su sporazum o isporuci i kupoprodaji Plovila.

21. Sporazumom o namiri (među ostalim) propisano je sljedeće:

21.1. (u uvodnoj izjavi (d)):

Vinson i Brodogradilište smatraju da na datum ovog Sporazuma imaju međusobna nepodmirena potraživanja, kako slijedi:

- i. *Vinson smatra da ima pravo na isplatu u pogledu (a) ugovorne kazne na temelju Brodograđevnog ugovora, te (b) iznose dospjele na temelju Sporazuma o poticanju isporuke (zajedno: „Trenutačna potraživanja društva Vinson”), koja Potraživanja Brodogradilište nijeće; i*
- ii. *Brodogradilište smatra da ima pravo na (a) dopušteno kašnjenje i sve povezane troškove koje Kupac može prouzročiti Brodogradilištu na temelju Brodograđevnog ugovora u slučaju da utvrdi takvo dopušteno kašnjenje (vidjeti Prilog 1. ovom Sporazumu) zbog navodne više sile, te druge slučajeve kašnjenja u skladu s Brodograđevnim ugovorom i Sporazumom o poticanju isporuke, te (b) isplatu i dopušteno kašnjenje u pogledu traženih Naloga za izmjenu ugovora (kako se navode u Brodograđevnom ugovoru) pod brojevima od 39. do 48. („Trenutačna potraživanja Brodogradilišta”), koja Potraživanja Vinson nijeće,*

zajedno: „Potencijalna potraživanja”.

21.2. (u članku 1.):

„Strane će uložiti sve razumne napore kako bi omogućile da se isporuka i kupnja Plovila što prije izvrše u skladu s Brodograđevnim ugovorom i Ugovorom o zakupu, neovisno o tome je li Plovilo spremno za isporuku na temelju uvjeta Brodograđevnog ugovora”

21.3. (u članku 5.):

„Brodogradilište ovime pristaje na to da neće jednostrano zahtijevati ispunjenje Trenutačnih potraživanja Brodogradilišta protiv društva Vinson. Ako društvo Vinson bude nastojalo zahtijevati ispunjenje Trenutačnih potraživanja društva Vinson, a koji se povezani postupak treba započeti u roku od 6 mjeseci od isporuke Plovila, tada se sva Potencijalna potraživanja (bez obzira na postojeći članak 4. Sporazuma o poticanju isporuke) trebaju uputiti na jedinstvenu arbitražu u skladu sa Zakonom o arbitraži iz 1996. ili bilo kojom statutarom izmjenom tog zakona ili donošenjem novog zakona osim u mjeri potrebnoj za primjenu odredbi ovog članka...”

22. Primjerak Sporazuma o namiri nalazi se na str. 363. Priloga A ovoj Tužbi.

Isporuka i preuzimanje Plovila

23. Dana 1. travnja 2021.:

23.1. Plovilo je isporučeno Polarisu te je Polaris prihvatio Plovilo (što je potvrdilo društvo Vinson), a kao dokaz toga Brodogradilište i Polaris potpisali su Zapisnik o isporuci i preuzimanju („**Zapisnik**”). Primjerak Zapisnika nalazi se na str. 370. – 407. Priloga A ovoj Tužbi; i

23.2. Vinson je kupio Plovilo od Polarisa.

24. U Zapisniku se navodi da se njime ne *“...oslobađa Graditelja od (a) njegovih odgovornosti i obveza u skladu s člankom XIII. (Jamstvo) Brodograđevnog ugovora ili (b) njegove obveze da dovrši radove koji slijede isporuci u skladu s Dodatkom 10. (Ispunjavanje neriješenih stavki) ovom Zapisniku”*.

25. U Dodatku 10. Zapisniku (vidjeti str. 389. – 407. Priloga A ovoj Tužbi) Graditelj se obvezao Polarisu i Vinsonu da će *“...isporučiti i dovršiti neriješene stavke ili nedovršene radove iz Priloga ovom Zapisniku... najkasnije jedan mjesec od navedenog datuma ili kako je drukčije navedeno u Prilogu ovom Zapisniku...”*.

26. Vinson će radove iz priloga Dodatku 10. navoditi kao „**Radovi iz Dodatka 10.**”

Nakon isporuke

27. Plovilo nije napustilo brodogradilište odmah nakon isporuke. Plovilo je ostalo na Brodogradilištu kako bi Brodogradilište moglo (i) dovršiti Radove iz Dodatka 10. i (ii) izvesti radove poboljšanja koje je odabrao Vinson koristeći se 20.000 radnih sati koja su obećana Nalogom za izmjenu ugovora br. 33. Međutim, Brodogradilište je postavilo brojne prepreke radovima Vinsona. Na primjer, od izvođača Vinsona tražilo se da sklope ugovore s Brodogradilištem te im se uskraćivao pristup Plovilu.

28. Brodogradilište je izvelo neke od Radova iz Dodatka 10., no napredak je bio spor. Radovi iz Dodatka 10. nisu dovršeni do 1. svibnja 2021.

29. Vinson je obavještavao Brodogradilište o raznim jamstvenim zahtjevima kako su se otkrivali nedostaci. Umjesto da poduzme korake za otklanjanje nedostataka, Brodogradilište je tvrdilo da je Vinson bio obavezan potpisati ugovor o inženjeru zaduženom za pitanja jamstva.

Napuštanje brodogradilišta

30. Brodogradilište je počelo insistirati na tome da Plovilo napusti Brodogradilište ili će u suprotnom podlijevati PDV-u i/ili drugim porezima koji se primjenjuju u Hrvatskoj. Tvrdilo je da nije bilo obvezno osigurati 20.000 radnih sati koji su obećani Nalogom za izmjenu ugovora br. 33 radi izvođenja dodatnih poboljšanja po uputi društva Vinson, navodno zbog toga što je Nalog za izmjenu ugovora br. 33 dogovoren s Polarisom (a ne s Vinsonom). Brodogradilište je optužilo društvo Vinson da je postupilo u zloj vjeri te se činilo nezadovoljnim dogovorom iz Naloga za izmjenu ugovora br. 33 da Plovilo ostane na brodogradilištu bez plaćanja naknade. Na primjer, Brodogradilište je nakon isporuke izdalo fakture za usluge koje su bile neizbježne za smještaj plovila na brodogradilištu.
31. Nadalje, većina Radova iz Dodatka 10. ostala je nedovršena.
32. U skladu s tim, društvo Vinson zaključilo je da bi, kako bi se osigurao pravodobni i pravilan dovršetak nedovršenih radova na Plovilu, Plovilo trebalo premjestiti na neko drugo brodogradilište.
33. Dopisom od 25. svibnja 2021. (vidjeti str. 408. – 412. Priloga A ovoj Tužbi) Vinson je obavijestio Brodogradilište o tome da više ne želi upotrebljavati mogućnost smještaja Plovila na brodogradilištu te da će Plovilo preseliti na drugo brodogradilište u Trstu. Društvo Vinson jasno je dalo do znanja da smatra neizvođenje Radova iz Dodatka 10. i općenito postupanje Brodogradilišta neispunjenjem obveza, ali da će u svakom slučaju i dalje dopustiti pristup radnicima Brodogradilišta Plovilu na brodogradilištu u Trstu kako bi dovršili te radove u slučaju da Brodogradilište potvrdi da je to voljno učiniti.
34. Brodogradilište je u dopisu od 28. svibnja 2021. (vidjeti str. 413. – 418. Priloga A ovoj Tužbi) odgovorilo da ne pristaje na daljnje izvođenje Radova iz Dodatka 10. Naprotiv, tvrdilo je da ga se time oslobađa svih obveza da dovrši Plovilo ili izvede radove obuhvaćene jamstvom te je umjesto toga predložilo da Radove iz Dodatka 10. izvede samo ako Vinson vrati Plovilo na brodogradilište i

pristane izvršiti dodatna plaćanja. Brodogradilište je zauzelo jednako stajalište i u kasnijem dopisu od 3. lipnja 2021. (vidjeti str. 419. Priloga A ovoj Tužbi).

35. Radi potpunog uvida u situaciju, u svojem odgovoru od 7. lipnja 2021. (vidjeti str. 420. – 425. Priloga A ovoj Tužbi) Vinson je ponovno prihvatio bitnu povredu / očekivanu bitnu povredu Brodogradilišta (tj. prijedlog da izvede Radove iz Dodatka 10. samo ako se izvrše dodatna plaćanja) i raskinuo sporazum o izvođenju Radova iz Dodatka 10.
36. Brodogradilište je u dopisu od 28. svibnja 2021. također odbilo izvršiti bilo kakve radove obuhvaćene jamstvom. Društvo Vinson prihvatilo je i tu bitnu povredu i raskinulo jamstvo u svojem dopisu od 7. lipnja 2021.

Zahtjevi društva Vinson

37. Zbog zakašnjele isporuke Plovila (koje je i dalje nedovršeno) na dan 1. travnja 2021., društvo Vinson ima pravu na isplatu sljedećeg:
 - 37.1. ugovorne kazne u skladu s člankom XI. Brodograđevnog ugovora u iznosu od 652.500 EUR na temelju toga da je isporuka Plovila kasnila 59 dana; i
 - 37.2. iznosa dospjelih u skladu sa Sporazumom o poticanju isporuke (kako je izmijenjen) u iznosu od 3.000.000 EUR na temelju toga da je Plovilo isporučeno nakon 3. ožujka 2021.
38. Brodogradilište je odbilo i/ili propustilo platiti navedene iznose društvu Vinson, zbog čega je Vinson pretrpio gubitak i štetu u odgovarajućem iznosu.
39. Nadalje, zbog toga što Brodogradilište nije dovršilo Radove iz Dodatka 10. u roku od jednog mjeseca (odnosno uopće) te je odbacilo Dodatak 10., društvo Vinson pretrpjelo je gubitak i štetu u smislu troška samostalnog dovršetka Radova iz Dodatka 10., što je detaljnije opisano u Prilogu B.
40. Dodatno, zbog toga što je Brodogradilište odbilo i/ili propustilo izvršiti radove obuhvaćene jamstvom te zbog očekivane bitne povrede članka XIII. Brodograđevnog ugovora, društvo Vinson pretrpjelo je gubitak i štetu u smislu troška samostalnog otklanjanja tih nedostataka, što je detaljnije opisano u Prilogu C.

Kamate

41. Nadalje, društvo Vinson ima pravo na kamate na te iznose koji mu se dodjeljuju te ih potražuje, pri čemu odgovarajuću komercijalnu cijenu, razdoblje i učestalost obračuna određuje Sud u skladu s člankom 49. Zakona o arbitraži iz 1996.

TE TUŽITELJ POTRAŽUJE:-

- (1) isplatu navedenih iznosa: 652.500 EUR i 3.000.000 EUR
- (2) naknadu štete zbog kršenja Brodograđevnog ugovora, Sporazuma o poticanju isporuke i/ili Zapisnika
- (3) kamate kako su prethodno navedene
- (4) troškove
- (5) dodatne ili druge naknade.

SEAN O'SULLIVAN QC

NA DANAŠNJI DAN 4. studenoga 2021. od strane odvjetničkog društva Stephenson Harwood LLP na adresi 1 Finsbury Circus, London EC2M 7SH. Odvjetnici Tužitelja.

Ja, Dražen Nemet, stalni sudski tumač za engleski jezik, ponovno imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1623/2021 od 31. prosinca 2021., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Br. ovjere: 177/2022

Datum: 15.6.2022.





VINSON EXPEDITIONS LLC "HULL 487" ANNEX A

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Execution Version

**SHIPBUILDING CONTRACT
FOR CONSTRUCTION OF
ONE POLAR EXPEDITION CRUISE VESSEL**

between

**BRODOGRAĐEVNA INDUSTRIJA SPLIT,
dioničko društvo**

and

POLARIS EXPLORATION INC.

Dated: March 21, 2018

Hull No. 487

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THIS CONTRACT is made this 21st day of March 2018 (the "**Contract Date**")

BETWEEN:

- (1) **BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**, a corporation organised and existing under the laws of Croatia, having its registered office at Put Supavla 21, 21000 Split, Croatia (the "**Builder**");

and

- (2) **POLARIS EXPLORATION INC.** a company organised and existing under the laws of the Republic of the Marshall Islands, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960 (the "**Buyer**");

WITNESSETH that, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CLAUSE I

DESCRIPTION OF THE VESSEL

The Builder, in consideration of the Contract Price hereinafter stipulated, shall design, build, launch, equip, complete, and deliver to the Buyer or to its nominee one Polar Expedition Cruise Vessel of about 13,762 Gross Tons as described hereunder on the terms hereinafter set forth (the "**Vessel**").

The Vessel shall be built at the Builder's shipyard at Split, Croatia (the "**Shipyard**") and shall have the Builder's Hull No. 487. The Vessel shall be constructed, equipped and completed in accordance with the Specification Reg. No.369005-TS-101-A-LMG-00001 Rev 03 (the "**Specification**") and its appendices including the General Arrangement Plan Reg. No. 369005-DW-101-C-LMG-0001 Rev 06 (the "**Plans**") for the LMG200PCS design attached hereto and forming part of this Contract.

The Vessel shall be designed and built in accordance with first class European shipbuilding practice for new vessels of similar type and characteristics as the Vessel with all new materials and equipment incorporated into the Vessel.

When completed the Vessel shall have the following:

PRINCIPAL CHARACTERISTICS

Principal Dimensions

Length over all	abt	127.97 m
Length between perpendiculars		115.58 m
Breadth moulded	abt	21.50 m
Depth moulded	abt	7.00 m
Draft design (above base line)		5.00 m

Deadweight

Deadweight at 5.00 m design draught (above base line) to be about 1644 m. tones.

Speed

Trial speed at 5.00 m draught measured from the bottom of the keel and an output of 100% rated capacity of the electric propulsion motors in calm weather and deep sea (wind and wave not exceeding Beaufort 3 and 2, respectively) and a sea margin of 10%, to be not less than 16.0 knots as per the Specification.

Fuel Consumption

The fuel oil consumption of each single main GenSet is to be measured at 85% load according to ISO 3046/1, without main Genset's engine driven pumps attached and with fuel quality according to ISO 8217:2010 with a minimum calorific value of 42700 kJ/kg at the engine maker's test bed. Measured fuel oil consumption shall not exceed 195 g/kWh + 5 % tolerance as declared by engine manufacturer.

Comfort Class/Sound, Vibration and Indoor Climate Requirements

DNV-GL Comfort Class (C2)(V2) for Passenger Areas, and DNV-GL Comfort Class (C3)(V3) for Crew Areas.

Flag and Registration

It is agreed that the Vessel shall be designed, constructed and completed ready to fly the flag of the Republic of the Marshall Islands.

The Vessel shall be registered by the Buyer at his own cost and expense at the time of Vessel's delivery and acceptance hereunder.

CLAUSE II**PLANS, SPECIFICATION AND SUBCONTRACTING****1. Plans and Specifications**

The Vessel shall be constructed, equipped and completed in compliance with this Contract, including the Specification and Plans attached to and forming part of this Contract.

Plans and Specification are intended to explain each other and anything in the Specification but not shown upon the Plans shall be deemed and considered as if included in both.

Should there be any inconsistencies or contradictions between the Plans and the Specification, the Specification shall prevail. Should there be any inconsistencies or contradictions between this Contract, the Specification, and the Plans, this Contract shall prevail and govern. Should there be any inconsistencies or contradictions between any of the Plans, the later in date shall prevail.

Should any part of the Specification or Plans provide for a method of construction or a description of materials, equipment, or goods to be supplied, which are not specified in particular, the Builder shall have the right of selection provided that the Specification and Contract requirements are fully complied with.

2. Subcontracting

The hull and major sections thereof are to be built, and the Vessel shall be assembled, by the Builder (or its affiliates included in the Brodosplit group, provided that the Builder shall remain fully responsible for all work performed by such affiliates) at the Shipyard set out in Clause 1 above, unless the Buyer consents otherwise, such consent not to be unreasonably withheld. Subject to the preceding sentence, the Builder may subcontract any portion of the construction work relating to the Vessel, provided always that, (i) the Buyer shall have inspection rights with respect to the work performed by any subcontractor equivalent to its inspection rights with respect to work performed by the Builder and (ii) notwithstanding any such subcontracting, the Builder shall at all times remain fully responsible for the performance of its obligations under this Contract.

3. Design Contract with LMG Marin AS

Following execution of this Contract, the Builder shall enter into a contract with LMG Marin AS of Bergen, Norway, an independent vessel design firm ("LMG") for supply of design and engineering services and license for use of the LMG 200PCS design for the Vessel. All previous and future work carried out by LMG for the LMG 200PCS design and its use in the Vessel shall be the responsibility of the Builder and the Builder shall be fully responsible for the design of the Vessel in accordance with this Contract. Should the Builder and LMG not reach an agreement consistent with the above within sixty (60) calendar days following the Contract Date, Clause XXI shall apply.

CLAUSE III

CLASSIFICATION AND CERTIFICATES

The Vessel and her equipment shall be constructed and built under regulation and under survey of DNV GL (the "Classification Society") with the following Class notations:

+1A
PC(6)(-20)
PASSENGER SHIP
E0
COMFORT(V2)(C2)PAX,(V3)(C3)CREW
CLEAN
RECYCLABLE
TMON
BIS
ECA(Sox-A)
HELDK(S,H,F) LFL(2)

The Vessel will be built in accordance with the rules, regulations, convention and requirements of the Classification Society and other regulatory bodies as described in the Plans and Specification in force on the Contract Date or which have been publicly announced prior to the Contract Date as scheduled to become compulsorily incorporated in such rules and regulations on or prior to the Delivery Date.

When completed, the Vessel shall be provided with the applicable interim Classification Certificates and thereafter permanent certificates issued by the Classification Society, as well as with all the other certificates and documents as mentioned in the Specification and Plans.

There shall be no outstanding conditions, recommendations or notations affecting the classification status of the Vessel which would restrict or affect her operation, trading or insurance.

The Classification Society, in charge with the supervision of the Vessel, shall make the final determination as to whether the Vessel is constructed in conformity with the above-mentioned Regulations and Rules.

The Builder shall provide the Buyer with copies of all correspondence to and from the Classification Society regarding the Vessel concurrent with its sending or receiving such correspondence. The Builder shall also provide the Buyer with access to the DNV-GL E-Approval web portal or to the MyDNVGL portal or current equivalent, and allow the Buyer access to all approval data for design and construction of the Vessel.

CLAUSE IV

CONTRACT PRICE

1. In consideration of Builder's obligations under this Contract, the Buyer agrees to purchase the Vessel and pay a price of:

€106,382,990.89 (Say: One Hundred Six Million Three Hundred Eighty-two Thousand Nine Hundred Ninety and 89/100 Euros) (the “**Contract Price**”)

2. The Contract Price shall be paid to the Builder in the manner stipulated in Clause V hereinafter. Unless otherwise provided herein the above Contract Price includes:

- (a) Cost of the Vessel designed, completed, equipped and delivered as per Specification and Plans and otherwise as per this Contract;
- (b) Cost of all tests, trials and dry-docking;
- (c) Cost of Classification Society's fees and for compliance with Classification rules and their respective certificates referred to in the Specification and all other certificates from Regulatory Bodies to be delivered pursuant to this Contract and the Specification;
- (d) Insurance of the Vessel during the time of building, fitting out and trials until delivery and acceptance of the Vessel;

- (e) All taxes, dues, customs fees, and charges including export licence, if any, legal charge and other expenses connected with the conclusion and execution of this Contract, or the construction, up to the delivery of the Vessel to the Buyer.
- 3. Legal fees, insurance costs and any other charges incurred in connection with the supply and delivery to the Shipyard of any and all of the Buyer's Supplies are not included in the Contract Price. The Builder shall arrange and pay for insurance covering the Buyer's Supplies from the time of receipt of the Buyer's Supplies by the Builder at the Shipyard and throughout the period that the Buyer's Supplies are in the possession of the Builder. The cost of such insurance shall be for the account of the Buyer and shall be invoiced by the Builder to the Buyer periodically and paid by the Buyer to the Builder within thirty (30) days of receipt of the invoice therefore.
- 4. The Contract Price includes an allowance of One Million Euro (€1,000,000.00) for galley and catering equipment (primarily described in Appendix 3 to the Specification) to be selected by the Buyer and purchased and installed by the Builder. Should the Buyer select galley and catering equipment that is more or less than this allowance, the additional or reduced cost thereof shall be for the account of the Buyer and shall be added to or deducted from the Fifth Installment payable by the Buyer to the Builder upon delivery of the Vessel in accordance with Clause V.2(e)(iii).

CLAUSE V

PAYMENT

1. **Currency of Payment**

All payments under this Contract made by the Buyer to the Builder or by the Builder to the Buyer shall be made in EURs.

2. **Terms of Payment of Contract Price**

The Contract Price shall be paid by the Buyer to the Builder in the following Instalments (the "**Instalments**") and in the following manner and subject to the terms of paragraph 3 hereof for the account of the Builder at a bank to be designated by the Builder (the "**Bank**") without any deduction whatsoever on the dates on which the payments are due, payment only being made when the same is credited to the bank for the account of the Builder. Expenses for remitting payments and any other expenses connected with such payments shall be for account of the Buyer.

(a) **First Instalment**

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid upon this Contract becoming effective in accordance with Clause XXI.

(b) **Second Instalment**

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing

twenty per cent (20%) of the Contract Price shall be paid at the beginning of steel cutting.

(c) Third Instalment

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid on keel laying of the Vessel.

(d) Fourth Instalment

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid on launching of the Vessel.

(e) Fifth Instalment

Upon completion of the Vessel in accordance with this Contract and tender of delivery and acceptance of the Vessel in accordance with Clause X, the Buyer shall pay to the Builder as set forth below:

- (i) the sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price;
- (ii) plus the purchase price in Euro of unused consumable stores remaining on board the Vessel at the time of delivery as provided in this Contract and any charges payable pursuant to Clause VII.5;
- (iii) plus or minus (as the case may be) the amount of any increase or decrease (if any) in Euros due to adjustments as set forth in Clause IV.4, Clause VIII and/or Clause XI of this Contract.

3. Method of Payment

- (a) In respect of the second and third and fourth Instalment, at least ten (10) running days prior to the date on which such Instalment shall fall due hereunder, the Builder shall notify the Buyer of the date such Instalment shall be due. In addition to the above mentioned notice of ten (10) running days, the Builder shall also, in respect of the second and third and fourth Instalments only, give to the Buyer another notice at last seven (7) running days in advance of the likely date when the payment of the second Instalment and the third Instalment and fourth Instalment is likely to fall due.
- (b) The fifth Instalment (adjusted in amount pursuant to this Contract) shall be paid by the Buyer concurrently with the delivery of the Vessel in accordance with Clause X hereof, including execution by the Builder and the Buyer of the Protocol of Delivery and Acceptance of the Vessel as mentioned in Clause X hereof.

- (c) The Builder has the right to extend the Delivery Date of the Vessel for the same number of days equal to the delay in the payment of any Instalment, or a part of thereof.

No payment under this Contract shall be delayed or withheld by the Buyer on account of any dispute or disagreement of whatever nature arising between the parties hereto.

4. Advance payment

- (a) The payments made by the Buyer prior to the delivery of the Vessel shall be in the nature of advances to the Builder, and in the event that this Contract is rescinded by the Buyer in accordance with the express terms hereof and subject always to the conditions of this Contract authorising the Buyer to do so but not otherwise, then in such event, the terms of Clause XVI.1 of this Contract shall apply.
- (b) The Builder shall provide to the Buyer a Guarantee issued by the Ministry of Finance of Republic of Croatia or by a Croatian or international bank (at Builder's option) in respect of the first four Instalments of the Contract Price, such Guarantee shall be subject to final approval of its wording by the Guarantor, and shall be submitted to the Buyer simultaneously with the Buyer's effecting the first payment as per Clause V, 2(a) of this Contract.

5. Prompt Payment

The Buyer shall not delay or withhold any payment in case of any disputes, including any disputes as to the amount of the liquidated damages (except as set out in sub-clause XI herein) or in the event of any other exceptions, counterclaims or claims which the Buyer may have asserted or may intend to assert against the Builder, whether in connection with this Contract or otherwise, however, any such payment to be without prejudice to the Buyer's right to initiate arbitration proceedings according to Clause XVII of this Contract.

CLAUSE VI

MAKERS' LIST

It is to be understood that the Builder has the right of selection of the maker as per agreed makers list, a copy of which is attached to this Contract (as revised from time to time by agreement of the Parties in accordance with the terms hereof, the "**Makers List**"), provided the Builder takes full responsibility that selected equipment meets fully the Specification. Changes to the agreed Makers List (additions or deletions) may be made only by written agreement of the Builder and the Buyer, and such agreement to constitute an amendment to this Contract.

It is furthermore accepted by the Buyer that the Builder has the right to give priority in selection of maker to Croatian makers included on the Maker's List provided that their equipment meets and satisfies the requirements of the Specification.

The Builder shall inform the Buyer about the selected maker from the Makers List at least one week before placing of an order.

If the Buyer insists to place an order with some other maker from the Makers List than the one selected by the Builder then the Buyer shall notify the Builder within three (3) running days upon receipt of the Builder's information about the selected maker. The Builder shall within seven (7) running days from receipt of the Buyer's selection of the Maker inform the Buyer about the consequences of the Buyer's choice of Maker on Contract Price, Delivery Date and other terms and conditions of this Contract. If the Buyer within three (3) running days from the date of receipt of the Builder's information about the consequences of the Buyer's choice notifies the Builder in writing that the Buyer accepts the consequences thereof the Builder shall take all reasonable steps to comply with such request and the Buyer shall bear the difference in price, as well as the responsibility for due delivery of the selected equipment, as well as for any delays in the Vessel's construction programme and delays in the Vessel's delivery caused thereby which delays shall be treated as permissible delays pursuant to the terms of this Contract.

However, if the Buyer within three (3) running days from the notification of the Builder of the consequences of the Buyer's choice does not declare its acceptance of such consequences to the Builder, the Builder shall proceed with its originally intended order.

In case that a maker from the Makers' List fails to execute a contract in respect of the goods selected from the Maker's List or to perform an already existing contract due to international sanctions or due to other reasons beyond the Builder's control, or offers an unrealistic price or terms, the Builder shall be entitled to select another maker from the Makers' List or, if there is no other maker on the Maker's List that supplies such equipment (except in case when such other maker also offers unrealistic terms), from outside of the Maker's List, provided that the equipment of the so selected maker fully complies with the Specification and is of the same quality as the equipment of the Makers listed in the Makers' List and such additional maker is approved by the Buyer, such approval not to be unreasonably withheld.

CLAUSE VII

BUYER'S AND BUILDER'S REPRESENTATIVES

1. (a) The Buyer at its own expense shall have the right to appoint and make known to the Builder in writing its duly authorised representative/s (the "**Buyer's Representative/s**") who shall have the right to enter in the premises of the Builder and/or its subcontractors during working hours for the purpose of examining and inspecting materials and workmanship. The Buyer shall designate one of the Buyer's Representative/s as its principal representative (the "**Buyer's Principal Representative**"). The Buyer shall maintain the Buyer's Principal Representative at all times authorised for all official communications and discussions with the appointed Builder's Representative. So appointed Buyer's Principal Representative shall be authorised to bind the Buyer with its decisions made in connection with such communications and discussions, including without limitation to agreeing with all amendments to the Specification pursuant to Clause VIII of this Contract.
- (b) Whilst the Vessel is under construction and until delivery and acceptance, the Buyer's Representative/s shall during all working hours be given free access to the Vessel, its engines and accessories, and to any other place where work is being done, or materials are being processed or stored in connection with the

construction of the Vessel, including the yards, workshops and offices of the Builder, and the premises of the vendors and subcontractors of the Builder who are providing equipment or materials, or doing work or storing materials in connection with the Vessel's construction.

- (c) The Buyer's Representative/s shall, during the construction of the Vessel, have the right to attend all tests, trials and inspections undertaken in respect of the Vessel, its machinery, equipment and outfittings, whether on the Vessel, at the Shipyard, or at a vendor or subcontractor's premises, wherever located. The Builder shall seek to arrange with its vendors and subcontractors that the Buyer's Representative/s have a similar right of inspection and supervision in respect of the work performed by the vendors and subcontractors. The Builder shall give reasonable notice in advance of any such tests and inspections to the Buyer's Principal Representative (as defined below) to enable him and any of the other Buyer's Representative/s to attend.
 - (d) Any omission or defects in construction of the Vessel, material or equipment noted shall be pointed out by the Buyer's Principal Representative to the appointed Builder's Representative in writing as promptly as possible but not later than three (3) running days from the date when such omission or defect has been noted and if well founded shall be corrected by the Builder in accordance with the Specification, provided that claims of the Buyer's Principal Representative are justifiable in accordance with this Contract and shall not be contradictory to it. ~~The supervision thus exercised on behalf of the Buyer shall not unreasonably interfere with or disturb the orderly progression of the construction programme of the Vessel or other vessels under construction by the Builder.~~ Any dispute arising in respect of any alleged omission or defect may be referred by either party for resolution in accordance with Clause XVII hereof.
 - (e) Inspection or non-inspection or acceptance or non-objection by the Buyer's Representative/s as described in this clause shall not change, modify or waive any of the Builder's obligations under this Contract or constitute a waiver of any rights of Buyer hereunder.
2. (a) Upon appointment of the Buyer's Principal Representative in accordance with Paragraph 1(a) of this Clause VII, the Builder shall submit the remainder, if any, of the plans and drawings in the agreed list to the Buyer's Principal Representative for review. Subject to Paragraph (b) of this paragraph 2, the Buyer's Principal Representative shall, within ten (10) running days after receipt thereof, return to the Builder one (1) copy of such plans and drawings with his approval or comments written thereon, if any. Approval by the Buyer's Principal Representative of the plans and drawings duly submitted to him shall be deemed to be the approval by the Buyer for all purposes of this Contract.

If a plan or drawing is rejected (in whole or part) by the Buyer's Principal Representative, the Builder shall alter the relevant plan, drawing or document and resubmit it as altered for approval by the Buyer's Principal Representative. The Buyer's Principal Representative shall within seven (7) running days after receipt thereof, return to the Builder one (1) copy of such altered plans and drawings with his approval or comments written thereon, which approval or comments (if any) shall refer only to those portions of the plan or drawing that were previously commented upon by the Buyer's Principal Representative. This

process shall continue until such plan, drawing or other document is approved without comments, whereupon such plan, drawing or other document shall be deemed to be accepted by the Buyer.

If the Builder does not accept (in whole or part) any rejections made by the Buyer's Principal Representative, the Builder shall promptly notify Buyer's Principal Representative in writing and give his reasons in the notice for such non-acceptance. Any dispute arising in respect of any alleged omission or defect may be referred by either party for resolution in accordance with Clause XVII hereof.

- (b) Subject to Clause XXIII, in the event that the Buyer's Principal Representative shall fail to return the plans and drawings to the Builder within the time limit as hereinabove provided, such plans and drawings shall be deemed to have been automatically approved by the Buyer without comment.
- 3. The necessary inspection of the Vessel, her machinery, equipment and outfitting shall be carried out by the Buyer's Representative/s, the Classification Society, other regulatory bodies and/or the inspection team of the Builder throughout the entire period of construction, in order to ensure that the construction of the Vessel is duly performed in accordance with this Contract and the Specification. Failure of the appropriate Buyer's Representative/s to be present at such tests and inspections after forty eight (48) running hours notice of such tests or inspections have been given by the Builder to the Buyer's Representative/s shall be deemed to be a waiver of this right to be present.
- 4. The Buyer's Representative/s shall at all times be deemed to be employees of the Buyer and the Builder shall be under no liability howsoever for any such persons.
- 5. The Builder shall provide adequate office space within the Shipyard, necessary furniture, telephone, telefax and e-mail services to facilitate the Buyer's Representative/s to execute efficiently their duties. Telephone charges, e-mail/telefax charges and other miscellaneous expenses incurred by the Buyer's Representative/s shall be for the Buyer's account. Mentioned expenses shall be charged monthly, and payable on the Vessel's delivery.
- 6. The Builder will assist the Buyer's Representative/s in finding necessary lodging.
- 7. All confidential information of the Builder given to or obtained by the Buyer's Representative/s and other officers, servants and agents of the Buyer may not be notified nor made accessible to third parties and the parties shall respect mutual intellectual property rights. This paragraph shall survive performance and discharge of all other obligations of this Contract and shall be considered as an independent obligation and any and all cancellation, rescission or termination of this Contract unless both parties agree to the termination of this paragraph. All Buyer's Representative/s shall act in accordance with good standard of shipbuilding practice.
- 8. The Buyer's Representative/s whose name and duties are to be made known in advance in writing, shall observe the work rules prevailing at the Builder's and the subcontractor's premises. They shall address their remarks exclusively through the Buyer's Principal Representative to the Builder's Representative whose name shall be made known to the Buyer's Representative/s.

The Buyer's Principal Representative and his team shall carry out their inspections and supervision in an efficient manner and in such a way as to avoid any increase in the building costs or delays to the building work.

Any written remarks by the Buyer's Principal Representative shall be deemed as the Buyer's remarks.

The Builder has the right to request the Buyer to replace any Buyer's Representative/s who is reasonably deemed unsuitable and unsatisfactory (and upon not less than one month's notice) for the proper progress of the Vessel's construction. The Buyer's Principal Representative or the Buyer shall investigate the situation and if such Builder's request is justified as determined by the Buyer's Principal Representative or the Buyer, the Buyer shall effect such replacement as soon as reasonably possible.

9. Subject to the last sentence of this Clause VII.9, failure by the Buyer's Principal Representative to be present at any inspection or test of which due notice has been given by the Builder shall be deemed to be a waiver by the Buyer of its right to be represented thereat. If the Buyer's Principal Representative fails to notify the appointed Builder's Representative within a reasonable time of any omission or defects in construction of the Vessel, material or equipment it will be deemed to have accepted the inspection or test and thereafter it will not be entitled to demand any amendments or file any complaints. Notwithstanding the foregoing, if the Buyer's Principal Representative fails to attend any inspection or test, the Charterers' Representative (as defined in the Bareboat Charter), if present at such inspection or test, may act on behalf of the Buyer's Principal Representative and, in that case, any remarks, objections, acceptance or rejection by the Charterers' Representative shall be deemed to be the Buyer's remarks, objections, acceptance or rejection.

10. If the Builder does not accept the Buyer's Principal Representative's remarks, objections, amendments or rejection in respect of any drawings or plans, inspection or test as aforesaid, it shall notify the Buyer's Principal Representative accordingly in writing. If the matter in question is within the Specification (in other words, not a modification to the Specification) but the Specification does not provide definitive guidance on how the work should be performed, the Buyer's preferred approach shall be accepted by the Builder if the Buyer can demonstrate that following the Builder's preferred approach would have a material adverse effect on the utility, maintainability, functionality or performance of the Vessel. In the case of a dispute, either party may refer the matter for expedited resolution in accordance with Clause XVII.1.

If the Builder believes that following the Buyer's preferred approach would constitute a modification as described in Clause VIII.1, the Builder shall promptly notify the Buyer's Principal Representative thereof and, at the same time, provide the proposed adjustment (if any) to the Contract Price and Delivery Date resulting therefrom as determined in accordance with Clause VIII.1. If the Buyer agrees that its preferred approach constitutes a modification, the parties shall proceed in accordance with Clause VIII. If the Buyer disputes that its preferred approach would constitute a modification, either party may refer the matter for expedited resolution in accordance with Clause XVII.1.

11. Every communication between the Buyer's Principal Representative and the appointed Builder's Representative shall be deemed as communication between the Buyer and the Builder notwithstanding Clause XXII of this Contract.

12. The Builder shall appoint a representative (the “**Builder’s Representative**”) who will be duly authorized by the Builder for all communications with the Buyer’s Principal Representative. Except as expressly provided otherwise in this Contract, all contacts with the Buyer pertaining to this Contract will be through the Builder’s Representative, or in his absence, any duly authorized delegate. The Buyer’s Principal Representative may consult with the Builder’s Representative at all reasonable times. The Builder’s Representative shall be authorised to bind the Builder as to all matters pertaining to this Contract, including without limitation all amendments to the Specification pursuant to Clause VIII of this Contract. The Builder shall notify the Buyer’s Principal Representative promptly of any change of the Builder’s Representative.

The Buyer (acting through the Buyer’s Principal Representative) has the right to request the Builder to replace the Builder’s Representative or any of his assistants who is deemed by the Buyer to be unsuitable and unsatisfactory for the proper progress of the Vessel’s construction. The Builder shall investigate the situation through dialogue with the Buyer’s Principal Representative, and if the Builder considers that the Buyer’s request is justified, the Builder shall effect such replacement as soon as possible.

13. The Builder understands and acknowledges that the Charterers (as defined in Clause XXIII) will require access to the Vessel prior to delivery for the purpose of familiarisation, training and other usual pre-delivery purposes. Accordingly, the Builder agrees to allow the Charterers’ crew access to the Vessel for this purpose beginning two months prior to delivery of the Vessel hereunder, provided however:
- (i) that such crew or any member thereof shall be at the Charterers’ liability and shall be covered by the Charterers’ protection and indemnity insurance, and that the Charterers hold harmless the Builder against any liability for or to Charterers’ crew members; and
 - (ii) that such crew or any member thereof shall not interfere with or in any way disturb the work of the Builder on the Vessel or in the Builder’s Shipyard; and
 - (iii) that such crew shall observe and comply with all rules, work regulations and work protection measures of the Builder in the same way as the Buyer’s Representatives or the Charterers’ Representatives are obliged to observe and comply with such rules, work regulations and/or measures.

CLAUSE VIII

MODIFICATIONS

1. **Buyer’s Modifications**

- (a) The Buyer may by written notice to the Builder require modifications to the Specification and Plans and the Builder shall agree to such modifications provided that such modifications or an accumulation of such modifications will not have a material adverse effect on the Builder’s planning or programme in relation to other vessels under construction or scheduled for construction at the Shipyard in Builder’s reasonable judgment. The Builder and the Buyer shall

endeavour to agree in writing within seven (7) running days from the Builder's communication in respect of:

- (i) any extra cost required for such modifications, which extra cost shall include all additional costs and expenses caused to the Builder, or any saving in cost, as the case may be, and
- (ii) the effect of such modifications on the Delivery Date and on any other terms of the Contract, Specification and Plans.

Such agreement shall be affected solely by way of a Change Order using the Change Order Form attached as Appendix B, signed by the Buyer's Principal Representative and the Builder's Representative, which Change Order shall constitute the necessary amendment to this Contract. Any possible increase or decrease in the Contract Price shall be calculated in accordance with the Builder's documented budgets based on the Builder's normal costs as identified in Appendix C, as applicable, and subcontractors' quotations. Any adjustment to the Delivery Date shall be based on the net effect on the building schedule. The Buyer and the Builder (acting through the Buyer's Principal Representative and the Builder's Representative, respectively) shall, on a best endeavors and good faith basis, always seek to reach agreement on any adjustment to the Contract Price and/or Delivery Date resulting from a change or modification. Any modification cost shall be paid by the Buyer to the Builder within thirty (30) days from the date of signing the Change Order and receipt by the Buyer of the Builder's invoice with respect thereto.

If the Builder refuses to make a requested modification due to the effect of such modification on the Builder's planning or programme in relation to other vessels under construction or scheduled for construction at the Shipyard and the Buyer believes the Builder's refusal was unreasonable, the Buyer may refer such dispute to arbitration in accordance with Clause XVII.2. The Builder shall, during the pendency of the dispute, be entitled, at its own risk, to continue with production on the basis of the Specification and the Plans until the dispute has been resolved. If the dispute is resolved in favour of the Builder, any time lost due to the dispute shall be deemed a permissible delay. If the dispute is resolved in favour of the Buyer, the parties shall execute an appropriate Change Order for the requested modification and any time lost due to the dispute shall not be deemed a permissible delay.

If the parties are unable to agree on the appropriate adjustment to the Contract Price and/or Delivery Date within the seven (7) day period referred to above, the Buyer may, within a further seven (7) days, refer the matter to the Expert in accordance with Clause XVII.1. The Expert shall, within seven (7) days from the date when the issue was first referred to him, issue his determination as to the appropriate adjustment to the Contract Price and/or Delivery Date.

Following receipt of the Expert's determination, if the Buyer so requests, the Builder and the Buyer shall promptly execute the appropriate Change Order and the Buyer shall pay the additional cost (if any) as determined by the Expert within thirty (30) days from the date of signing the Change Order and receipt by the Buyer of the Builder's invoice with respect thereto. The Builder shall make the modifications requested by the Buyer upon execution of the Change Order.

If the Buyer within three (3) days from receipt of the Expert's determination decides not to execute the Change Order reflecting the adjustment to the Contract Price and/or Delivery Date as determined by the Expert, the Builder shall be entitled to continue with production on the basis of the Specification and the Plans. Time lost in waiting for the Expert's determination and the Buyer's decision on execution of the Change Order shall be deemed as Permissible Delay as per the Contract. Either of the Parties may, if not in agreement with the Expert's determination, refer the issue to arbitration in accordance with Clause XVII.2; provided that regardless of which party refers the issue to arbitration, if the Buyer requests, the parties shall execute the appropriate Change Order based on the Expert's determination, the Buyer shall pay the additional cost (if any) and the Builder shall make the modifications during the pendency of the arbitration and, in that case, the Change Order shall thereafter be adjusted as necessary based on the arbitrators' decision.

The Builder shall provide to the Buyer monthly updates on all prior changes to the Contract Price and Delivery Date, and a statement of the current Contract Price and Delivery Date as so adjusted.

- (b) Changes due to technical requirements related to lightweight distribution and stability as referred to in paragraph (016) of the Specification and/or related to noise and vibrations reduction measures, as referred to in paragraph (511) of the Specification, that may occur due to unavailability of the data and documentation from LMG on the date of this Contract, shall be declared and specified by the Builder before the Effective Date (as defined in Clause XXI) and shall be considered and dealt with as Buyer's modifications under this Clause VIII.1(a) and in accordance with referred paragraphs of the Specification.

2. Modifications by Regulatory Bodies and Classification Society

In the event that subsequent to the Contract Date, any modifications, deletions or additions are made to the Classification Society rules or other regulatory requirements referenced in the Specification and in Clause III, including all such rules and/or regulatory requirements that have been publicly announced prior to the Contract Date as scheduled to become compulsorily incorporated in such rules or regulations on or prior to the Delivery Date, or in the official application of such rules and/or regulatory requirements as compared with the basis of this Contract, and such modifications, deletions or additions are compulsory for the Vessel, the Builder shall incorporate such modifications, deletions or additions into the construction of the Vessel. The Builder and the Buyer shall then endeavour in good faith to agree within ten (10) days on any appropriate adjustment to the Contract Price and/or the Delivery Date resulting from such modifications, deletions or additions, failing which such adjustments shall, within a further seven (7) days, be referred by the Buyer to the Expert for estimation. The Expert will make his determination of the appropriate adjustment to the Contract Price and/or Delivery Date within seven (7) days from the date when the issue was first referred to him or such longer time as the parties shall mutually agree.

The additional cost (if any) to effect such modifications shall be paid by the Buyer to the Builder within thirty (30) days from the date the Expert has made his determination and the Builder has issued his invoice thereof. Either of the parties may, if not in agreement with the Expert's determination, refer the issue to the arbitration pursuant to

Clause XVII.2. In that case, the Buyer shall pay the amount as determined by the Expert as a provisional payment subject to further adjustment based on the ultimate decision of the arbitrator(s).

Any proven delay in delivery of the Vessel caused by the interpretations, modifications, deletions or additions as aforesaid shall be deemed as permissible delay as per the Contract.

3. Builder's Modifications

If during the construction of the Vessel the Builder discovers that some modifications in drawings could represent a better solution, the Builder shall make to the Buyer's Principal Representative a corresponding proposal in writing. If the Buyer's Principal Representative fails to communicate to the Builder the Buyer's approval or non-approval of such proposal within seven (7) running days from the date of receipt thereof by the Buyer's Principal Representative, the proposal shall be deemed as rejected and the Builder shall continue with construction of the Vessel pursuant to this Contract and the Specification.

Any time lost in achieving an agreement regarding any modifications, deletions or additions (including the consequences of the same) under 1, 2 and 3 above shall be deemed as permissible delay under this Contract.

4. Substitution of Materials

In the event that any of the materials required under the Specification and/or the terms of this Contract for the construction of the Vessel cannot be produced in time to meet the Delivery Date, or are in short supply, the Builder may, subject to the agreement in writing of the Buyer's Principal Representative, use other materials capable of meeting the requirements of the Classification Society and the rules and regulations with which the construction of the Vessel must comply.

5. Costs of Modification

Any modification costs and/or saving in costs shall include: cost of material and equipment, work necessary to implement a modification, financing, insurance, transport and other costs that are associated with the modification and/or resulting extension of the Delivery Date.

6. Payment

The aforesaid extra costs, if any, shall be added to the Contract Price and paid with the delivery Instalment or otherwise during the construction period if agreed and aforesaid saving in costs, if any, shall be deducted from the Contract Price.

CLAUSE IX**TRIALS****1. Trials**

- (a) The Vessel shall be subjected to trials and tests as provided in the Specification (the "**Trials**"). The Builder shall prepare a comprehensive testing and trials program ("**Sea Trial Protocol**") for the Vessel consistent with the requirements of the Specification and shall submit it to the Buyer for approval at least sixty (60) calendar days before the scheduled commencement of the first scheduled test or trial. If not accepted, the Buyer shall submit its comments on the proposed Sea Trial Protocol within fourteen (14) running days. If the parties fail to agree on the Sea Trial Protocol, the sea trials may proceed, but the Buyer shall reserve all rights to reject the Vessel under this Cl. IX.
- (b) Subject to the following terms of this Clause, the Builder shall give at least thirty (30) days preliminary prior notice and seven (7) days definite prior notice in writing to the Buyer's Principal Representative of the time and place of the trial run of the Vessel, and the Buyer's Principal Representative shall promptly acknowledge receipt of such notice. The Buyer's Principal Representative (and/or such other Buyer's Representative/s as the Buyer shall designate) shall be on board the Vessel to witness such Trials and to pass upon the performance of the Vessel during the same. Failure in attendance of the appropriate Buyer's Representative/s at the Trials of the Vessel for any reason whatsoever after due notice to the Buyer's Principal Representative as above provided shall operate to defer the Trial and the final release of the Vessel as permissible delay for up to 2 (two) running days and thereafter shall be deemed to be a waiver by the Buyer of its right to have its Buyer's Representative/s present, and in such case the Buyer shall be obliged to accept the Vessel on the basis of a certificate of the Builder and the Classification Society (as to Classification matters) that the Vessel, upon Trials, is found to conform to this Contract and the Specification. Notwithstanding the foregoing, if the Buyer's Principal Representative fails to attend the Trials, the Charterers' Principal Representative, if present at the Trials, may act on behalf of the Buyer's Principal Representative and, in that case, any remarks, objections, acceptance or rejection by the Charterers' Principal Representative shall be deemed to be the Buyer's remarks, objections, acceptance or rejection.
- (c) All expenses in connection with the Trials shall be for the account of the Builder. The Builder shall provide the Vessel at its cost with the crew and necessary quantity of fuel oil, greases, fresh water and other stores and ballast (fuel oil, fresh and sea water etc.) to bring the Vessel to the draft condition necessary to conduct the said Trials. The parties hereto agree that the Trials shall be performed without any cargo on board the Vessel.
- (d) The Builder shall provide in due time the necessary quantities of lubricating oils (as determined by the Buyer), and all such lubricating oils used during the Trials or prior to the delivery and acceptance of the Vessel shall be for the Builder's account.

- (e) The fuel oil, as well as lubricating oil and greases, shall be in accordance with the engine Specification and Plans and the Buyer's supplied lubrication schedule.
- (f) Unused lubricating oil and grease and other unused consumable stores remaining on board following completion of Trials shall be calculated at the time of delivery at the Builder's Shipyard and shall be taken over and paid for by the Buyer at the original documented purchase cost thereof.

2. Method of Acceptance or Rejection

- (a) Upon completion of the Trials the Builder shall give to the Buyer a notice of completion of such Trials and indicating conformity of the Vessel with this Contract and the Specification, which notice shall certify and set out the trial data and resulting calculations which substantiate the Vessel's performance and conformity aforesaid. The Buyer's Principal Representative shall within four (4) running days after receipt of such written notice from the Builder notify the Builder of the Buyer's acceptance or rejection of the Vessel.
- (b) However, should the results of such Trials indicate that the Vessel or any part or equipment thereof does not conform to the requirements of this Contract and/or the Specification, or if the Builder is in agreement with the non-conformity as specified in the Buyer's notice of rejection, then the Builder shall take necessary steps to correct such non-conformity and shall effect such re-trials as shall be necessary, if any, and the Buyer's Representative/s shall be entitled to attend such re-trials in accordance with this Contract. It is expressly understood that the Buyer shall indemnify the Builder for all costs and expenses caused by the nonconformity of any of the Buyer's Supplies. Upon completion of correction of such non-conformity and re-trials, the Builder shall give the Buyer's Principal Representative a notice thereof including such re-trials data and calculations. The Buyer's Principal Representative shall, within four (4) running days of receipt of such written notice from the Builder, notify the Builder of its acceptance or rejection of the Vessel.
- (c) In the event that the Buyer rejects the Vessel, the Buyer shall indicate in its notice of rejection precisely in what respect the Vessel, or any part thereof, does not conform to this Contract and/or the Specification. However, the Buyer may not reject the Vessel if any part of equipment supplied by the Buyer does not conform to this Contract and/or the Specification.
- (d) In the event that the Buyer fails to notify the Builder of the acceptance of or the rejection together with the reason therefor of the Vessel within the period as provided in sub-paragraph (a) or (b) above, the Buyer shall be deemed to have accepted the Vessel with effect from the date of the written notice mentioned in sub-paragraph (a) or (b) above, as applicable.
- (e) The Builder may dispute the rejection of the Vessel by the Buyer, in which case the matter may be submitted for final decision by arbitration in accordance with Clause XVII. In the event that any such rejection by the Buyer shall be found by arbitration or court to have been wrongful, the period taken to resolve such dispute shall be considered permissible delay and the Buyer shall be liable to the Builder for the proven cost of interest on the construction loan, and

maintenance and insurance of the Vessel, during the period from the date the Vessel was wrongfully refused by the Buyer until acceptance of delivery in accordance with the arbitrators' decision.

- (f) Acceptance of the Vessel as above provided shall be final and binding so far as conformity of the Vessel to the Contract and the Specification is concerned and shall preclude the Buyer from refusing the delivery of the Vessel as hereinafter provided, if the Builder complies with all other procedural requirements for delivery as provided in Clause X hereof.

3. Speed Trials

- (a) The Speed Trials shall be carried out under the weather conditions mentioned in the Specification with respect to the guaranteed Trial Speed or as shall be agreed between the parties to be reasonable.

In the event of unfavourable weather on the date specified for the Trials, the same shall take place on the first available day thereafter that the weather condition permits. It is agreed that, if during the Speed Trials of the Vessel, the weather should become so unfavourable that orderly conduct of the Speed Trials can no longer be continued, the Speed Trials shall be discontinued and postponed until the first favourable day next following, unless the Buyer shall assent in writing to accept the Vessel on the basis of the Speed Trials already made before such discontinuance has occurred.

- (b) Any delay of Speed Trials caused by such unfavourable weather condition shall operate to postpone the delivery by the period of delay involved and such delay shall be deemed as a permissible delay in the delivery of the Vessel.
- (c) The Buyer's Principal Representative (and such other Buyer's Representative/s as the Buyer shall designate) shall be present at the Speed Trials. Failure of the Buyer's Representative/s to be present at the Speed Trials after due notice as hereinbefore provided shall entitle the Builder to conduct the Speed Trials without the Buyer's Representative/s being present, and in such case the Buyer shall be obliged to accept the results of the Speed Trial on the basis of a certificate of the Builder and the Classification Society (as to Classification matters) with regard to the Vessel's performance during such Speed Trials.

4. Rejection by the Buyer

If the Buyer shall be entitled to and does conclusively reject the Vessel and terminates this Contract pursuant to the terms hereof, the provisions of Clause XVI.1 of this Contract shall apply.

5. Conclusion of the Trials

- (a) Following successful conclusion of Trials and compliance with the terms of Clause X, the Builder and the Buyer shall together enter into and execute a protocol of delivery and acceptance. Such protocol shall be conclusive evidence that the Vessel has been constructed and delivered (but without prejudice to the Builder's obligations under Clause XIII hereof) and that the Instalments of the

Contract Price payable up to delivery have been made, in each case all in accordance with this Contract.

- (b) Where the Buyer shall have or shall have been deemed to have accepted the Vessel pursuant to this Clause the Buyer shall take delivery forthwith upon completion of the procedural requirements on the part of the Builder and tender of the Vessel and the Buyer shall comply with its procedural obligations provided that the Vessel is, at the time of delivery, in all respects in the same condition as upon completion of successful Trials.
- (c) Any minor or insubstantial defects at or after the Trials which, from the point of view of European shipbuilding and shipping practice, are of minor or insubstantial significance and can be remedied without interrupting the normal operation of the Vessel and it is possible to remedy the default to the standard specified, shall not constitute a reason for refusal of acceptance of the Vessel. In that case, the Builder shall have the obligation to correct and/or remedy such minor or insubstantial items without cost or delay to the Buyer as soon as practicable; however, such correction or remedy to be commenced promptly after the delivery of the Vessel at such time and in such manner as will not interfere with the commercial operation of the Vessel and completed within one (1) month or such longer period as the Buyer in its reasonable discretion shall agree.

CLAUSE X

DELIVERY OF THE VESSEL

1. The Vessel shall be delivered by the Builder to the Buyer at Builder's Shipyard, free and clear of all liens, claims, mortgages and other encumbrances whatsoever, in clean and seaworthy condition ready for service in all respects, afloat and clear of obstruction, safely and securely moored alongside the Builder's quay on or before October 1, 2020 (such date, as extended for permissible delay in accordance with the terms hereof, the "**Delivery Date**"). The intended date of the delivery shall be specified at least thirty (30) days (on a preliminary basis) and seven (7) days prior thereto by the Builder to the Buyer. In the event of delays due to causes which under the terms hereof permit extension of the time of delivery, the Delivery Date shall be extended accordingly subject always to the operation of Clause XII.4 of this Contract.
2. Provided the Buyer has concurrently paid to the Builder all sums due and payable on account of the Vessel, delivery of the Vessel shall be forthwith effected upon acceptance thereof by the Buyer and/or his authorised representatives as hereinabove provided by the concurrent delivery by each of the parties hereto to the other of a Protocol of Delivery and Acceptance in the form of Appendix D signed by each such party.
3. Acceptance of the Vessel by the Buyer shall be subject to the receipt by the Buyer of the following documents, which shall accompany the aforementioned Protocol of Delivery and Acceptance, which the Builder shall deliver to the Buyer:
 - (a) Protocols of trials of the Vessel made pursuant to this Contract.

- (b) Protocols of inventory and equipment of the Vessel, including spare parts and the like, all as specified in the Specification.
 - (c) Protocol of stores of consumable nature, such as fuel oil, unused lubricating oils, which are on board and delivered to the Buyer with the Vessel and which are payable by the Buyer to the Builder as per Clause V.2(e)(ii).
 - (d) Drawings, Plans and Instruction manuals pertaining to the Vessel as listed in the Specification.
 - (e) All certificates required to be furnished upon delivery of the Vessel pursuant to this Contract and the Specification. In case that, through no fault of the Builder, the Classification Certificate and/or other required certificates are not available at the time of delivery, provisional certificates shall be accepted by the Buyer, provided that the Builder at its expense shall ensure that the Buyer is furnished with final certificates as promptly as possible. If final certificates are not provided or obtained within a reasonable time, the Builder shall compensate the Buyer for any damages, losses and extra expenses caused thereby.
 - (f) Declaration of warranty of the Builder that the Vessel is delivered to the Buyer free and clear of any liens, claims, mortgages or other encumbrances upon the Buyer's title thereto, and in particular, that the Vessel is absolutely free of all burdens in the nature of duties, imposts, taxes or charges imposed by the city, state or country of the port of delivery as well as of all liabilities of the Builder to its sub-contractors, employees and crew and of all liabilities arising from the operation of the Vessel in trial runs, or otherwise prior to delivery except as otherwise provided under this Contract.
 - (g) Notarized Bill of Sale or other document which might be necessary for registration of the Vessel by the Buyer.
 - (f) Commercial Invoice
4. Provided that the Builder has fulfilled its obligation as specified in the previous paragraph 3 of this Clause and has otherwise completed construction of the Vessel in accordance with this Contract, including the Specification and Plans (including the installation of all Buyer's Supplies delivered to the Builder for installation), the Buyer shall take delivery of the Vessel even in her uncompleted state in respect Buyer Supplies that have not be delivered to the Builder for installation.
 5. On delivery of the Vessel to the Buyer every responsibility for the safety and generally for the condition of the Vessel and insurance thereof is transferred to the Buyer, and thereafter all responsibilities on the part of the Builder shall cease with the exception of the warranty obligations provided for in Clause XIII hereof.
 6. All equipment, components and materials or other things appropriated but not used for the Vessel shall upon delivery of the Vessel be reverted to and become the property of the Builder.
 7. The Buyer shall, within 5 (five) running days following delivery and acceptance of the Vessel, remove the Vessel from the premises of the Builder, and in the event that the

Buyer fails so to remove the Vessel the Buyer shall pay to the Builder, or reimburse the Builder for, all costs however arising in connection with the Vessel remaining with the Builder, and the Builder shall have a lien thereon for such costs. Notwithstanding the foregoing, the Buyer may request permission to keep the Vessel at the Builder's premises in excess of five running days, and the Builder shall agree to such request unless it is unable to do so for valid commercial or safety reasons. If such a request is made and accepted, the Buyer shall pay the Builder's standard dockage fee plus its standard rates for all services provided to the Vessel during the period the Vessel remains at the Builder's premises in excess of five running days.

8. Notwithstanding any other provisions of this Contract, the Builder shall not be entitled to deliver the Vessel prior to September 1, 2020 without the Buyer's prior written consent. In no event shall the Builder be entitled to any premium or bonus for early delivery.

CLAUSE XI

ADJUSTMENT OF CONTRACT PRICE

The fifth Instalment of the Contract Price of the Vessel, as stated above, shall be subject to adjustment, as hereinafter set forth, in the event of the following contingencies or any of them:

1. Delayed Delivery

- (a) No adjustment shall be made, and the Contract Price shall remain unchanged for the first thirty (30) days of delay in delivery beyond the Delivery Date (as extended by permissible delays) ending as of twelve hours midnight of the thirtieth (30th) day of delay.
- (b) If the delivery of the Vessel is delayed more than thirty (30) days and up to two hundred and ten (210) days beyond the Delivery Date (as extended by permissible delays), then in such event, beginning at midnight of the thirtieth (30th) day after delivery was required under this Contract, the price of the Vessel shall be reduced by deduction of Twenty-two Thousand Five Hundred Euro (€22,500 only) per each full day of delay in delivery after such first thirty days.

However, unless the parties agree otherwise, the total amount of reduction of the Contract Price in respect of delays shall not exceed the sum of Four Million Fifty Thousand Euro (€4,050,000 only) (amount due to cover the delay of one hundred and eighty (180) days counting from the thirtieth (30th) day after the Delivery Date (as extended by permissible delays) as computed at rate of deduction specified in the above).

- (c) But if the delay in delivery continues for a period of more than one hundred and eighty (180) days from the thirtieth (30th) day after the Delivery Date (extended by permissible delays) set forth in Clause X of this Contract then in such event immediately after the expiration of said

period the Buyer may, at his option, reject the Vessel and rescind this Contract as hereinafter provided or in its absolute discretion agree to extend this cancellation date with a further reduction in price or on such other terms as may be mutually agreed.

- (d) Contract Price shall not be reduced as provided in Sub-paragraph (b) herein by reason of permissible delays, as hereinafter provided.

2. Guaranteed Deadweight

- (a) The actual deadweight of the Vessel when fully loaded as described in Clause I shall not be less than 1644 m. tones on a design draught of 5.00 m (above base line).
- (b) Should the actual deadweight be up to 98 m. tones less than 1644 m. tones, or not below 1546 m. tones, there shall be no decrease in the Contract Price.
- (c) Should the actual deadweight be less than 1546 m. tones, the Builder shall compensate the Buyer by the amount of One Thousand Euro (€1,000 only) per ton for every ton of deficiency up to a maximum deficiency of 99 m. tones.
- (d) If the deficiency in deadweight on a design draught of 5.0 m. (above base line) exceeds 197 m. tones, namely if the Vessel's actual deadweight on a draught as above is below 1447 m. tones, then the Buyer may, at his option, reject the Vessel and rescind the Contract as hereinafter provided or accept the Vessel under the conditions to be mutually agreed.

3. Speed Deficiency

- (a) The Builder shall be under no obligation to compensate the Buyer should the actual trial speed, as appears from the Speed Trials conducted as aforesaid, fall short up to and including three-tenths (3/10) of one knot below the figure stated in Clause I.
- (b) Should the actual trial speed, as appears from the Speed Trials conducted as aforesaid, fall short of the figure stated in Clause I hereof by more than three-tenths (3/10) of one knot then the Builder shall pay to the Buyer Fifteen Thousand Euro (€15,000 only) for each full one tenth (1/10) of a knot shortfall, up to and including one point two (1.2) knots.
- (c) Should the trial speed fall short by more than one point two (1.2) knots below the figure stated in Clause I, then the Buyer may, at its option, reject the Vessel and rescind the Contract as hereinafter provided or accept the Vessel under the conditions to be mutually agreed.

4. Fuel Consumption

- (a) The Builder shall be under no obligation to compensate the Buyer should the actual fuel consumption, as appears from the engine maker's test bed trials conducted as aforesaid, exceed the figure stated in Clause I by less than five percent (5%).
- (b) Should the actual fuel consumption, as appears from the engine maker's test bed trials conducted as aforesaid, exceed the figure stated in Clause I by more than five percent (5%), then the Builder shall pay to the Buyer Four Thousand Euro (€4,000 only) for each full g/kwh, up to and including 5% grace plus 9.5 g/kWh.
- (c) Should the actual fuel consumption, as appears from the engine maker's test bed trials conducted as aforesaid, exceed the figure stated in Clause I, by more than 5% grace plus 9.5 g/kWh, then the Buyer may, at its option, reject the Vessel and rescind the Contract as hereinafter provided or accept the Vessel under the conditions to be mutually agreed.

5. Cabins/Passengers

- (a) The Builder warrants that the Vessel shall have one hundred three (103) ~~passenger cabins and seventy-one (71) crew cabins in accordance with the Specification and shall be certified to carry two hundred (200) passengers and one hundred sixteen (116) crew members.~~
- (b) Should the actual combined number of cabins be less than that stated above, then the Builder shall pay to the Buyer the amount of Two Hundred Thousand Euro (€200,000 only) per missing crew cabin, and/or the amount of Three Hundred Sixty-five Thousand Euro (€365,000 only) per missing passenger cabin. Should the combined number of cabins be below one hundred and seventy (170) cabins, the Buyer may, at its option, reject the Vessel and rescind the Contract as hereinafter provided or accept the Vessel under the conditions to be mutually agreed.

6. Total Indemnity

Maximum aggregate liability of the Builder to the Buyer arising pursuant to sub-paragraphs 1, 2, 3, 4 and 5 of this Clause XI shall be limited to maximum six percent (6%) of the Contract Price.

7. Rejection and Rescission

- (a) The Buyer may reject the Vessel pursuant to the foregoing paragraphs 1, 2, 3, 4 and 5 of this Clause XI only by serving upon the Builder written notice of rejection of the Vessel and rescission of this Contract within a period of thirty (30) days following the date on which such right first arose; provided that with respect to paragraphs 2, 3, 4, and 5, such right of rescission shall be deemed to have first arose on the date upon which the Builder gives the Buyer written notice that the Vessel will not satisfy

the guaranteed deadweight, speed, fuel consumption and/or passenger / crew cabin requirements and that the deficiency gives rise to a right of rescission pursuant to this Clause XI.

The Buyer shall serve such notice in accordance with Clause XXII. Such cancellation shall be effective as of the date any such notice thereof is deemed received by the Builder in accordance with Clause XXII, and upon such cancellation becoming effective, the terms of Clause XVI.1 shall apply. If the Buyer does not give notice of rejection and rescission as aforesaid, the Buyer shall be deemed to have waived its right to rescind this Contract pursuant to this Clause XI and all the terms of this Contract shall otherwise continue to remain in force.

- (b) When the Buyer rescinds this Contract pursuant hereto the Builder shall be under no further or other obligation to the Buyer howsoever arising in connection with or in relation to this Contract and the Vessel save as set forth in Clause XVI.1.
- (c) It is specifically agreed by the parties that all and any damages claim and or disputes which may arise due to the liquidated damages as above shall be resolved before or at delivery of the Vessel.

CLAUSE XII

DELAYS AND EXTENSION OF DELIVERY INCLUDING FORCE MAJEURE

1. Causes of Delay

The Builder shall in no way be responsible for the construction or delivery of the Vessel being delayed directly or indirectly at any time between the signing of the Contract and the completion and final delivery of the Vessel following Trials due to:

- (a) any governments' requisition, control, intervention or requirements or interferences;
- (b) acts of God, direct or indirect circumstances arising out of war or preparation for war, or the consequences thereof, warlike operations, whether or not a declaration of war has been made;
- (c) riots, insurrection, civil commotion, malicious damages, strikes or lock-outs of workmen, whether partial or general, resulting in cessation or restriction of work or output, of any of the Builder's or engine-builder's workman, or workmen employed by sub-contractors, suppliers, or transport authorities or in the steel, iron, coal or any other trades effecting the quality, quantity or delivery of the material for and/or the construction of the Vessel, or of the engines, boilers or other machinery;
- (d) major defects in castings and forgings, or in other material or equipment, supplied by the Builder's subcontractors or suppliers provided that the Builder

shall have exercised due care in his selection of subcontractors and suppliers and in his placing of subcontracts and ordering of supplies;

- (e) by any fire, explosion or other damage effecting the Vessel or work of the Builder or his subcontractors or suppliers;
- (f) accident, earthquakes, tempest, extraordinary and unusual snow, frost, ice, storm or wind;
- (g) by incomplete, defective, short or late deliveries or defective quality of materials, provided that the Builder shall have exercised due care in his selection of suppliers and placing of orders for supplies;
- (h) by any delay or default or failure of the Buyer to perform any of his obligations hereunder to the extent caused by or attributable to a failure by the Charterers of the Vessel or their representatives to perform their obligations under the Bareboat Charter;
- (i) by prolonged failure of electric current from an outside source;
- (j) by defective quality of any of the Buyer's Supplies;
- (k) without limitation to the foregoing any other causes whatsoever whether or not of a like nature which could not have reasonably been foreseen by the Builder when agreeing the terms (as to delivery) of this Contract, are outside the Builder's control and cannot be overcome by commercially reasonable means.

2. Notice of Delay

Within fourteen (14) running days from the date of commencement of any delay in the Vessel's construction on account of which the Builder claims that he is entitled as per this Contract to an extension of the time of delivery of the Vessel, the Builder shall notify the Buyer of the date on which delays commenced, the reasons thereof and the likely duration thereof.

Likewise, within fourteen (14) running days from the date of ending of such delays the Builder shall notify the Buyer of the date on which such delays ended and to which date the delivery is extended for reason of such delays. Failure by the Builder to give timely notices of the commencement and/or cessation of a force majeure event shall disentitle the Builder from asserting a claim for extension of the Delivery Date in connection therewith. Failure of the Buyer to object to the Builder's notification of any claim for extension of the Delivery Date within fourteen (14) running days after receipt by the Buyer of such notification, shall be deemed as the Buyer's consent to the delay required; provided that the Builder's notification shall note that failure to object within fourteen (14) running days after receipt by the Buyer of such notification shall be deemed acceptance of the extension of the Delivery Date.

3. Establishment of the Causes of Force Majeure

Subject always to the other terms hereof the delivery of the Vessel shall be postponed by the Builder without liability on its part only by the number of days lost to the Builder due to the causes or any one or more of them set out in paragraph XII. 1 above.

4. **Cancellation of Contract Due to Excessive Delay**

Notwithstanding anything to the contrary contained in this Contract, if delivery of the Vessel is delayed for any reason for a period of more than twelve (12) months beyond the Delivery Date specified in Clause X hereof (without extensions, except pursuant to Clause XII.1(h)), then, in such event, the Buyer may, at his option, rescind this Contract by serving upon the Builder a notice of rescission. Such rescission shall be effective as from the date such notice is deemed received by Builder in accordance with Clause XXII. In the case of rescission pursuant to this Clause XII.4, the terms of Clause XVI.1 shall apply.

5. **Rescission by the Buyer**

Should the Buyer decide to exercise his option to rescind this Contract as envisaged by paragraph 4 of this Clause XII the Buyer shall be obliged to notify the Builder of such decision within thirty (30) running days counting from the date when the Buyer's right of rescission arose.

In case the Buyer fails to exercise his option as provided hereinabove, it shall be understood that the Buyer has willingly agreed not to exercise its option under Clause XII.4 to rescind this Contract for reasons of excessive delay in delivery (unless the parties have agreed to extend the cancellation date set forth in Clause XII.4, in which case the right of rescission shall apply to such extended cancellation date).

CLAUSE XIII

WARRANTY

1. **Warranty**

- (a) The warranty provided herein shall be in lieu of any warranty and/or conditions imposed or implied by law, customary, statutory or otherwise by reason of the construction or sale of the Vessel by the Builder for or to the Buyer. The said warranty shall apply for a period of twelve (12) calendar months commencing from the date of the delivery and acceptance of the Vessel (the "**Warranty Period**"), subject to extension pursuant to the terms of this Clause XIII. To the extent that any warranty or guarantee provided by any sub-contractor or supplier is of wider scope or remains in effect after the expiry of the twelve (12) month period laid down in this paragraph, such warranty or guarantee shall, prior to such expiry, be assigned to the Buyer or its nominee.

For any parts replaced under Builder's warranty, the Builder shall give for such replaced parts only a warranty until the end of the Vessel's Warranty Period or ninety (90) days following replacement, whichever is later.

- (b) Notwithstanding anything whatsoever stated to the contrary herein all repairs and/or renewals which are covered by Marine insurance shall be excluded from the Builder's liability hereunder and shall not be claimed from the Builder by the Buyer.

Under the provisions of this Clause the Builder shall repair, renew, replace or correct as necessary, within the limits of this Clause, at its works, or at another works in Croatia at Builder's option, all defective workmanship and material in the Vessel, its machinery and equipment (excluding only defects in Buyer's Supplies), and any deficiency in the same to perform the contractually specified functions, provided the same are discovered and are notified in writing to the Builder by the Buyer within the Warranty Period and the last notification, if any, can be done the first day after the Warranty Period expired and provided that the causes of such defects have not been caused by perils of the sea, inland waters or navigation, or by normal wear and tear (for the coated area European rust scale shall be applied), fire mismanagement or negligence of the Vessel's crew, neglect, consumable materials, poor maritime maintenance of the Vessel, or by alteration or addition made by the Buyer. Genuine replacement parts only shall be employed in the repair of any defective machinery and/or equipment covered under the provisions of this Clause. Whenever feasible, the Builder shall have been given the opportunity of inspecting such item or items by the Buyer before the repair is made. The Builder shall not be liable for any parts used by the Buyer for any replacement that are not genuine. After expiration of the Warranty Period, the Buyer shall contact the makers directly in respect of any deficiency in machinery or equipment.

In the event that the Vessel cannot be conveniently brought to the Builder's Shipyard, the Buyer may cause the necessary repairs or replacements to be made elsewhere provided that the Buyer shall without any delay give the Builder notice of the time and place such repairs will be made allowing the Builder to inspect the nature and the extent of the defect(s) complained of. The Builder shall promptly advise the Buyer of its acceptance or rejection of the defect(s) as one that is subject to the warranty herein provided. In any case the Vessel shall be brought at the Buyer's cost and responsibility to the place elected and in all respects ready for warranty works to be performed.

The Builder shall reimburse the Buyer for the specified expenses of repair or renewals or corrections incurred by the Buyer for repairs made, excluding cost of tugs and other floating objects as well as harbour taxes if any, but such reimbursement shall not exceed the estimated cost of carrying out the warranty work at the Builder's Shipyard (such estimate to be reasonably detailed and provided to the Buyer for its review). The Builder's liability shall be limited to the amount that it would have cost the Builder to effect such work.

The Buyer, himself, is not allowed, without prior agreement with the Builder, to purchase the replacement part needed to effect the necessary repair except when the nature of damage is such that the urgency of such purchase is imperative due to commercial or safety reasons.

The Buyer shall have the right to acquire replacement parts and equipment from recognized suppliers of the genuine parts and equipment located nearer to the Vessel's position or more expedient to the Buyer but shall be entitled to be reimbursed by the Builder only a sum equal to the documented cost which the Builder would have been obliged to have paid through the Builder's sources of supply. If the defective part is covered by a supplier's warranty, the replacement part shall be obtained from such supplier.

- (c) It is expressly understood between the parties hereto that the Builder shall not be liable for any delays in the Vessel's operation arising out of the warranty coverage provided by the Builder under this Contract. In no event whatsoever shall the Builder be liable for any defects whatsoever in the Vessel other than those specified in this Clause against which the Warranty is made by the Builder.

Nor shall the Builder, in any circumstances whatsoever, be responsible or liable for consequential damages, expenses or losses, which shall include but shall not be limited to loss of time, loss of profit or earnings or demurrages, directly or indirectly occasioned to the Buyer by reason of the defects covered by this Warranty of the Builder or due to repairs or of the work performed on and/or for the Vessel in remedying any defects under said warranty.

The Builder shall not reimburse the cost of temporary repairs undertaken solely by the Buyer.

- (d) The Buyer undertakes to keep the claimed parts till the end of the Warranty Period so that the Builder can inspect the same where and when necessary. Such parts shall be marked with the number of the written warranty claim. At the Builder's request, the defective parts shall be sent to the maker for inspection and replacement, at the Builder's cost. Nor shall the Builder's liability ever, in any event, extend further or otherwise than as herein provided. After the expiry of the Warranty Period, as defined herein, the Builder will have no further liability whatsoever other than with respect to warranty claims properly made during the Warranty Period.
- (e) It is understood by the parties that on delivery the Buyer will give to the Builder the address with full details (referred to as a Collecting address) at which the Builder at his cost will be obliged during the Warranty Period to send all spare parts, and/or claim parts.
- (f) Protocol on warranty procedure is hereinafter enclosed to this Contract as **APPENDIX "A"** and the Buyer shall follow the procedure set out therein.
- (g) The Builder shall ensure that any supplier's extended warranties are obtained and conveyed to the Buyer when obtained.

2. Guarantee Engineer

The Builder may unless otherwise agreed provide one Guarantee Engineer for a reasonable period during the Warranty Period, in which case the Guarantee Engineer shall receive from the Buyer the cabin, victualing and other on board privileges due to the Chief Engineer serving on board the Vessel at that time. The Guarantee Engineer is the witness not service engineer. The Guarantee Engineer's note stated in the warranty claim is not final nor definite, and will be the subject of discussion between the parties. The Builder's responsibility during the Warranty Period shall cease if the Guarantee Engineer is unduly dismissed by the Buyer without the Builder's knowledge or approval. The Guarantee Engineer may be dismissed by the Builder at any time. The Guarantee Engineer may not be dismissed unilaterally by the Buyer without a reasonably reached agreement with Builder. In case of such disembarkation the Builder will withdraw the Guarantee, i.e. the

Guarantee will stop to exist. The Guarantee Engineer to be fully qualified and to have reasonable knowledge of the English language.

In addition to the above stated the Builder may provide also a specialist for the Main Engine, whose stay on board shall last no longer than one month with a possible extension up to the first port of call after the one month period has expired. The treatment on board of the Main Engine specialist shall be the same as provided for the Guarantee Engineer.

3. Assignment of Warranty

If the Buyer sells or bareboat charters the Vessel during the Warranty Period and wishes to assign its rights hereunder to the new owner or bareboat charterer, such assignment shall be subject to the Builder's consent, which shall not be unreasonably withheld or delayed. Builder's consent is hereby granted to an assignment of the warranty to Quark Expeditions, Inc. or its affiliate.

CLAUSE XIV

INSURANCE

1. Extent of Insurance Coverage:

From the time of keel-laying of the Vessel until the same is completed, delivered to and accepted by the Buyer, the Builder shall, at its own cost and expense, keep the Vessel and all machinery, materials, equipment, appurtenances and outfit (including Buyer's Supplies) delivered to the Shipyard for the Vessel or built into, or installed in or upon the Vessel, fully insured with Croatian insurance companies under coverage corresponding to the British Institute's Builder's Risks Insurance Clause. The amount of such insurance coverage shall, up to the date of delivery of the Vessel, be in an amount at least equal to, but not limited to, the aggregate of the payments made by the Buyer to the Builder plus the value of the Buyer's Supplies, if any, in Builder's possession. Although arranged and paid for by the Builder, the cost of the insurance (as described above) for the Buyer's Supplies shall be borne by the Buyer in accordance with Clause XX.

The policy referred to hereinabove shall be taken out in the name of the Builder and the Buyer and all losses under such policy shall be payable to the Builder and the Buyer as their interests may appear.

2. Application of Recovered Amount:

(a) Partial Loss

In the event the Vessel shall be damaged by any insured cause whatsoever prior to acceptance thereof by the Buyer, and in the further event that such damage shall not constitute an actual or a constructive total loss of the Vessel, the Builder shall apply the amount recovered under the insurance policy referred to in paragraph 1 of this Clause to the repair of such damage satisfactory to the Classification Society, and subject always to Clause XII 4., the Buyer shall

accept the Vessel under this Contract if completed and tendered by the Builder for delivery in accordance with this Contract and the Specification.

(b) Total Loss

However, in the event that the Vessel is determined to be actual or constructive total loss, the Builder shall by the mutual agreement between the parties hereto, either:

- (i) proceed in accordance with the terms of this Contract, in which case the amount recovered under said insurance policy shall be applied to the construction of a new identical vessel, provided the parties hereto shall have first agreed in writing as to such reasonable postponement of the Delivery Date and adjustment of other terms of this Contract including the Contract Price as may be necessary for the completion of such construction; or
- (ii) refund immediately to the Buyer the amount of all the Instalments paid to the Builder under this Contract and the value of any Buyer Supplies delivered to the Shipyard and not redelivered by the Builder to the Buyer;
- (iii) the remaining part of the insurance proceeds (if any) shall be paid to the Builder in an amount necessary to cover the balance (if any) between (A) the aggregate of all Instalments of the Contract Price paid until the occurrence of the total loss and (B) the value of the works, material and equipment carried out or furnished by the Builder until the occurrence of the total loss, and costs of any financing obtained by the Builder in connection with construction of the Vessel, and
- (iv) any remaining part of the insurance proceeds shall be paid to the Builder, and thereafter all further payment obligations between the Parties shall cease whereupon this Contract shall be deemed to be rescinded and all rights, duties, liabilities and obligations of each of the parties to the other shall terminate forthwith.

If the parties hereto fail to reach an agreement under Sub-paragraph (b) (i) within two (2) months after the Vessel is determined to be an actual or constructive total loss, the provisions of Sub-paragraph (b) (ii) as above shall apply.

3. Termination of Builder's Obligation to Insure

The Builder's obligation to insure the Vessel hereunder shall cease and terminate forthwith upon delivery of the Vessel to and acceptance by the Buyer.

CLAUSE XV

DEFAULT BY THE BUYER

1. The obligation of the Builder to deliver the Vessel in accordance with the terms hereof shall be subject to the Buyer's compliance with its obligation to pay the Instalments of the Contract Price as per Clause V.2 of this Contract (unless Buyer's failure to pay any Instalment results from an act or omission of the Builder). In the event that the Buyer fails to pay any Instalment due (unless resulting from an act or omission of the Builder), or the Buyer fails to accept delivery of the Vessel when required to accept the same under the terms of this Contract, the Buyer shall be considered to be in default.
2. Should the Buyer be in default in the payment of the any Instalment (unless resulting from an act or omission of the Builder), then the Builder shall be entitled to charge interest on the amount as from the date it was due until the payment thereof, at the rate of four percent (4%) p.a.
3. Should the Buyer be in default as defined in Paragraph 2 of this Clause for more than ten (10) running days following receipt of written notice from the Builder identifying such default and demanding its cure, then the Builder shall, with further notice to the Buyer, be at liberty to rescind this Contract and sell the Vessel. The proceeds received by the Builder from any such sale (either public auction or private treaty) shall be applied as follows:-

First, in payment of all costs of the sale.

Second, in or toward satisfaction of the unpaid balance of the Contract Price of the Vessel with interest.

Third, in compensation to the Builder for the proven loss or damages which the Builder has sustained by reason of the Buyer's default.

Fourth, the remaining balance, if any, belongs to the Buyer, provided however that the amount of such payment to the Buyer shall in no event exceed the total amount of Instalments already paid by the Buyer to the Builder plus the value of Buyer's Supplies included in the sale.

In the event the proceeds from the sale are insufficient to adequately compensate the Builder as provided above, the Buyer shall be liable for and shall pay the Builder such additional compensation.

CLAUSE XVI

DEFAULT BY THE BUILDER

1. If in accordance with any of the provisions of this Contract the Buyer shall exercise its option to reject the Vessel and/or rescind this Contract, then the Builder shall (i) refund to the Buyer the amount of all moneys paid by the Buyer for or on account of the Contract Price of the Vessel (including any amounts paid with respect to modifications

as provided in Clause VIII) together with interest at the rate of four percent (4%) p.a. for the period from the respective dates such sums were paid by the Buyer to the Builder to the date of payment by the Builder of such refundable amounts to the Buyer's account at a bank designated by the Buyer for this purpose at the time of giving the said notice (for this purpose, excluding any delays as described in Clause XII.1(h)), and (ii) return to the Buyer any Buyer's Supplies which have not been built into or installed on or in the Vessel or which may be removed from the Vessel or the current value thereof. The refund by the Builder to the Buyer as aforesaid shall forthwith discharge all and any obligations, duties and liabilities of each of the parties to the other whatsoever under or in connection with this Contract or otherwise. The refund shall be effected in the same free and transferable currency and mode of payment in which the Buyer paid all moneys under or pursuant to the Contract.

Upon the refund as aforesaid all obligations, duties and liabilities of the Builder under this Contract and/or at common law shall be completely discharged and the Builder shall have no liability towards the Buyer for any indirect or consequential loss or damage or for any loss of profit, loss of use, loss of revenue, loss of contracts, loss of business, loss of goodwill, wasted expenditure, loss of hire, cost of preparatory work, docking costs whether direct or indirect and whether foreseeable or not or any other loss suffered by the Buyer due to a cancellation pursuant to this Article XVI.

2. Each of the following events shall constitute an event of default by Builder entitling the Buyer to exercise the remedies set forth in paragraph 3 of this Clause XVI:
 - (a) if the Builder removes the Vessel from the Builder's Shipyard (other than in accordance with this Contract) prior to Delivery, or if it assigns or transfers any of its rights or obligations under this Contract (other than as expressly permitted in Clause XIX.2), or if it subcontracts the whole or any major part of the building work, except as expressly permitted by this Contract and the Specification; or
 - (b) (i) a final order is made or an effective resolution is passed for the winding up of the Builder; or (ii) a receiver is appointed in respect of the whole or a substantial part of the business of the Builder; or (iii) the Builder suspends the payment of its debts; (iv) the whole or any substantial part of the Builder's business or assets is subject to compulsory acquisition by any national, state, provincial or local government or any agency or instrumentality thereof for a period exceeding sixty (60) days; or (v) anything analogous to or having a substantially similar effect to any of the events specified in (i) to (iv) above occurs under the laws of any applicable jurisdiction.
3. Upon the occurrence of any one or more of the events of Builder default specified in paragraph 2 of this Clause XVI, the Buyer may, at its election by written notice to the Builder, declare the Builder to be in default under this Contract and rescind this Contract and exercise its rights under paragraph 1 of this Clause XVI.

CLAUSE XVII**DISPUTE RESOLUTION AND GOVERNING LAW****1. TECHNICAL MATTERS**

Any dispute or disagreement between the parties hereto as to any technical matters not governed by or relating to the rules and regulations of the Classification Society may be referred to an expert to be agreed upon by the parties within sixty (60) days of the Contract Date (the person so selected by the parties, the "**Expert**"). The parties may agree upon different Experts for different types of matters. A matter in dispute may be referred to the Expert at any time by the Buyer or the Builder by written referral, which shall (i) describe in sufficient detail the matter in dispute, (ii) explain the basis for the position taken by the referring party, (iii) explain the reasons for disagreement with the position of the non-referring party, and (iv) indicate the determination the referring party is asking the Expert to make. A copy of the referral shall be delivered to the non-referring party at the same time the referral is delivered to the Expert. The non-referring party shall then have three (3) days to submit its position in writing to the Expert with a copy delivered to the referring party at the same time. The Expert shall, within seven (7) days, issue his determination with regard to the matter in dispute.

If the matter in dispute concerns whether the Buyer's remarks or instructions constitute a modification and/or whether the Builder's preferred approach would have a material adverse effect on the utility, maintainability, functionality or performance of the Vessel, the following procedure shall apply:

- (i) The Expert shall, within seven (7) days, issue his determination with respect to the matter(s) in dispute.
- (ii) If the Expert determines that the Buyer's remarks or instructions constitute a modification, he shall also determine whether the Builder's proposed adjustments to the Contract Price and Delivery Date are appropriate.
- (iii) If the Expert determines that the Buyer's remarks or instructions constitute a modification and that the Builder's proposed adjustments to the Contract Price and Delivery Date are appropriate (or indicates the adjustments that would be appropriate), the Buyer shall, within three (3) days of receipt of the Expert's determination, either (A) instruct the Builder to apply the Buyer's remarks or instructions, in which case the parties shall execute an appropriate Change Order in accordance with Clause VIII.1 consistent with the Expert's decision, or (B) withdraw such remarks or instructions and, in either case, the Builder shall comply with the Buyer's decision.
- (iv) If the Expert determines that the Buyer's remarks or instructions do not constitute a modification, he shall also determine whether following the Builder's preferred approach would have a material adverse effect on the utility, maintainability, functionality or performance of the Vessel.
- (v) If the Expert determines the Builder's preferred approach would have a material adverse effect on the utility, maintainability, functionality or

performance of the Vessel, the Builder shall follow the Buyer's preferred approach without adjustment to the Contract Price or Delivery Date.

- (vi) If the Expert determines that following the Builder's preferred approach would not have a material adverse effect on the utility, maintainability, functionality or performance of the Vessel, the Builder may follow its preferred approach and the Buyer shall withdraw its remarks or instructions.

In each case, the Expert shall give his opinion as an expert and not as an arbitrator and his opinion shall not be binding on the parties who shall be at liberty to refer the matter to arbitration if they do not agree with such opinion.

2. DISPUTE RESOLUTION

- (a) In the event that the parties hereto do not agree to settle a dispute in accordance with paragraph 1 above, or disagree with the Expert's decision, such dispute may be referred to and finally resolved by arbitration as follows:
 - (i) The arbitration shall be held in London, in the English language and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
 - (ii) 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.
 - (iii) 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) running 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) running days specified.
 - (iv) If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) running 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 of both parties.
 - (v) Subject to paragraph 2 subsection (a)(iii) above, each party shall appoint one arbitrator and if the two arbitrators (together, the "**Arbitration Board**") so appointed are unable to agree they shall appoint an umpire (the "**Umpire**") whose decision shall be final. In the event that the arbitrators cannot agree upon the appointment of such Umpire, the same shall be appointed by the President for the time being of the LMAA. If an Umpire is appointed, such umpire shall form part of the Arbitration Board.

- (vi) The arbitrators appointed by each party and the Umpire shall be full members of the LMAA.
- (vii) Any demand for arbitration by a party hereto shall state the name of the arbitrator appointed by such party.
- (viii) The Arbitration Board shall be entitled, but shall not be bound, to consider all documents, papers or other evidence which the parties may submit even though this is not proven so as to be admissible as evidence in a court of law.
- (ix) Notice of any award shall immediately be given in writing to the Buyer and to the Builder in accordance with Clause XXII of this Contract.
- (x) The Arbitration Board shall determine in its award which party shall bear the expenses of the arbitration, or the proportion of those expenses which each party shall bear.
- (xi) The award given by the Arbitration Board shall be final and binding and cannot be appealed to any other legal institution.
- (xii) In the event of arbitration of any disputes arising or occurring prior to the delivery to or acceptance by the Buyer of the Vessel, the arbitration award in respect of the said dispute or disputes shall include a finding as to whether or not the Delivery Date of the Vessel is in any way altered thereby.

- (b) Notwithstanding the 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 any dispute in respect of which arbitration has been commenced under the 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 fourteen (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 fourteen (14) calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Board or such person as the Arbitration Board 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 Arbitration Board and may be taken into account by the Arbitration Board 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 Arbitration Board that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Arbitration Board 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 Arbitration Board except to the extent that they are disclosable under the law and procedure governing the arbitration.

4. GOVERNING LAW

The parties hereto agree that the validity, interpretation and enforcement of this Contract and of each Clause and part thereof shall be governed by and construed in all respects in accordance with the laws of England.

CLAUSE XVIII

PATENTS, TRADE MARKS, COPYRIGHTS

The Builder shall indemnify the Buyer (and vice-versa) against all actions, claims or proceedings for infringement of any patent rights or other trademark, copyright or intellectual property or know-how, for royalties or other payments which may be payable in connection with any such patent or other trademark, copyright or intellectual property rights or know-how in respect of the subject matter in this Contract.

Title to, copyright or proprietary rights in all drawings, reports and other data and technical documentation developed by LMG as part of the design of the Vessel that LMG is providing rests with LMG.

The intellectual property rights or know-how that are developed under the Contract by the Builder, except for the rights and know-how related to the design which is developed by LMG, shall belong to the Builder.

CLAUSE XIX**ASSIGNMENT AND TRANSFER OF THE CONTRACT****1. Assignment and transfer by the Buyer**

The Builder agrees that prior to delivery of the Vessel, this Contract may, with the prior approval of the Builder, which the Builder shall not unreasonably withhold, be transferred to another company. In the event of any such transfer pursuant to the terms of this Contract, the transferee, its successors and assigns shall succeed to all of the rights and obligations of the Buyer hereunder. However, the Buyer shall remain responsible for performance by the transferee, its successors and assigns of all the Buyer's obligations, liabilities and responsibilities under this Contract. It is understood that any expenses or charges incurred by the transfer of this Contract shall be for the account of the Buyer.

The Builder accepts that the Buyer may at any time assign the benefit of this Contract to any bank or financial institution involved in the provision of finance for the Vessel purchase by the Buyer.

2. Assignment and transfer by the Builder

~~The Builder may not assign or transfer any of its rights or obligations under this Contract, or subcontract the whole or any major part of the building work, except as expressly permitted by this Contract.~~

The Buyer accepts that the Builder may at any time assign the benefit of this Contract to any bank or financial institution involved in the provision of finance for the Vessel's construction.

This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assignees.

CLAUSE XX**BUYER'S SUPPLIES****1. Responsibility of the Buyer**

The Buyer shall, at its own risk, cost and expense, supply and deliver to the Builder all of the items to be furnished by the Buyer as set out in the List of Buyer's Supplies attached to the Specification (the "**Buyer's Supplies**") at a warehouse or other point of storage at the Builder's Shipyard. The same shall be in good condition ready for installation in or on the Vessel and shall be provided in time to meet the building schedule of the Vessel.

In order to facilitate installation by the Builder of the Buyer's Supplies in or on the Vessel, the Buyer shall furnish the Builder with necessary specifications, plans, drawings, instruction books, manuals, test reports and certificates reasonably required

by the Builder. The Buyer, if reasonably required by the Builder, shall use commercially reasonable efforts to make arrangements for representatives of the manufacturers of the Buyer's Supplies to assist the Builder in installation thereof in or on the Vessel.

Any and all of the Buyer's Supplies shall be subject to the Builder's reasonable rights of rejection if they are found to be unsuitable or in improper condition for installation. However, if so requested by the Buyer, the Builder may repair or adjust the Buyer's Supplies without prejudice to the Builder's other rights hereunder and without being responsible for any consequences arising therefrom. In such case, the Buyer shall reimburse the Builder for all costs and expenses incurred by the Builder in such repair or adjustment and any delay in construction of the Vessel resulting from such repair or adjustment shall be treated as permissible delay and the Delivery Date shall be automatically extended by the period of such delay.

Should the Buyer fail to deliver any of the Buyer's Supplies within the time designated, the Delivery Date shall be automatically extended for a period equal to the period of delay in construction resulting from such delay in delivery.

If delay in delivery of any of the Buyer's Supplies exceeds thirty (30) days, then the Builder shall, if necessary to avoid delay in delivery of the Vessel, be entitled to proceed with construction of the Vessel without installation thereof in or on the Vessel, without prejudice to the Builder's other rights as hereinabove provided, and the Buyer shall accept and take delivery of the Vessel so constructed.

2. Responsibility of the Builder

The Builder shall be responsible for storing, insuring and handling with reasonable care the Buyer's Supplies after delivery thereof to the Shipyard, and shall, at its own cost and expense, mark them with the Vessel's Hull No. and install them in or on the Vessel, unless otherwise provided herein or agreed by the parties hereto provided always that the Builder shall not be responsible for the quality, efficiency and/or performance of any of the Buyer's Supplies save and except to the extent that any deficiencies or shortcomings in the same are attributable to the negligent handling or installation by the Builder or its agents of the same.

The Builder shall provide written acceptance documentation to the Buyer upon receipt of Buyer's Supplies at the Builder's Shipyard. The Builder shall take custody of the Buyer's Supplies upon arrival at the Shipyard, and shall receive, inspect for damage and report such damage, if any, to the Buyer, and tally, store, handle and install all such Buyer's Supplies at the Builder's expense.

The Builder shall insure the full delivered cost of the Buyer's Supplies (as advised by the Buyer to the Builder) for loss or damage during the period from the date the Buyer's Supplies are received by the Builder at the Shipyard until the Vessel is delivered to the Buyer in accordance with the terms of this Contract. The cost of such insurance shall be for the account of the Buyer. The Builder shall invoice the Buyer periodically for the cost of such insurance, and such invoices shall be payable by the Buyer to the Builder within thirty (30) days of receipt thereof.

Should this Contract be rescinded or otherwise terminated by the Buyer for any reason, the Builder shall either return to the Buyer all the Buyer's Supplies in the Builder's

care, custody or control, or the Builder shall refund to the Buyer the full value of such Buyer's Supplies not returned. The full value of the Buyer's Supplies shall include the original purchase price, all marine, air and land transportation and insurance costs from origin to the Builder's Shipyard, and any duties or freight forwarding charges or expenses incurred by the Buyer in shipping the Buyer's Supplies to the Builder's Shipyard. However, if this Contract is terminated due to Buyer's Default under Clause XV hereof, the Builder may retain the Buyer's Supplies to satisfy any claim the Builder may have against the Buyer and the Buyer's Supply shall be subject to provisions of Clause XV 3.

CLAUSE XXI

EFFECTIVE DATE OF CONTRACT

This Contract shall become effective after below requirements are fulfilled (the date upon which all of the below requirements are fulfilled, the "**Effective Date**"):

1. The declaration that approval of the Contract by the Board of Directors of the Builder has been obtained;
2. The execution by the Builder of the contract with LMG referred to in Clause II.3 hereof;
3. The declaration that approval of the Contract by the Board of Directors of the Buyer has been obtained; and
4. The Builder's delivery to the Buyer of the Guarantee pursuant to Clause V.4(b) hereof.
5. Croatian Bank for Restructuring and Development (HBOR) competent bodies' approval of the ECA and of the loan financing 80 % (eighty percent) of the Contract Price.
6. The Bareboat Charter shall have become effective (or all conditions precedent thereto other than the effectiveness of this Contract shall have occurred).

The parties agree to immediately notify each other upon completion of any and all of the above requirements by e-mail in accordance with Clause XXII. This Contract shall become null and void if (i) the requirement referred to under 2 above is not fulfilled within thirty (30) days from the Contract Date and/or (ii) the Effective Date does not occur within sixty (60) days from the Contract Date and the parties hereto shall be discharged automatically from all their respective obligations whatsoever to each other arising hereunder or in connection herewith, unless the parties agree otherwise.

CLAUSE XXII**NOTICES**

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been received (i) when personally delivered, (ii) when transmitted via e-mail to the e-mail address set out below, (iii) three (3) days following the day on which the same has been delivered prepaid to a reputable air courier service, or (iv) the fifth Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications shall be sent to the applicable person, addressed as set forth below, unless another person or address has been previously specified in writing in accordance with this Clause XXII:

If to the Builder:

BRODOSPLIT d.d.
Put Supavla 21
21000 Split
Croatia
E- mail: dalibor.vukicevic@brodosplit.hr
Attn: Dalibor Vukičević

If to the Buyer:

POLARIS EXPLORATION INC.
Ajeltake Road
Ajeltake Island
Majuro
Republic of Marshall Islands
c/o Brodosplit Plovidba.o.o.
Put Supavla 21
21000 Split
Croatia
E-mail: tonci.klaric@brodosplit.hr
Attn: Tonći Klarić

If to the Charterers' Principal Representative:

Quark Expeditions, Inc.
112 Merton Street
Toronto, ON M4S 2Z8
E-mail: etulloch@icloud.com
Attn: Elliott Tulloch

CLAUSE XXIII

RECOGNITION OF CHARTERERS' RIGHTS UNDER BAREBOAT CHARTER

The Builder understands and acknowledges that (i) the Buyer has entered into that certain Bareboat Charter, dated the date hereof (as amended from time to time, the "**Bareboat Charter**"), with Vinson Expeditions LLC, a Marshall Islands limited liability company (the "**Charterers**"), pursuant to which the Buyer, as Owners, will bareboat charter the Vessel to the Charterers for a term of ten years commencing upon delivery of the Vessel by the Builder to the Buyer hereunder and simultaneous delivery of the Vessel by the Buyer to the Charterers under the Bareboat Charter. The Builder confirms that it has received and reviewed a copy of the Bareboat Charter and irrevocably and unconditionally acknowledges any and all rights of the Charterers thereunder. The Buyer shall provide to the Builder, promptly upon execution thereof by the Buyer and the Charterers, a copy of any amendment to the Bareboat Charter that may be entered into by the Buyer and the Charterers from time to time.

Builder further understands and acknowledges that under the terms of the Bareboat Charter, the Charterers will appoint up to twelve (12) persons (each a "**Charterers' Representative**" and, collectively, the "**Charterers' Representatives**") to act as their representatives in connection with construction of the Vessel, one of whom will be appointed as the Charterers' principal representative (such appointee, the "**Charterers' Principal Representative**"). ~~Provided that the Builder has been notified of the designation of the Charterers' Representatives and Charterers' Principal Representative in accordance with Clauses 35 and 36 of the Bareboat Charter, the Builder agrees as follows:~~

- (i) each Charterers' Representative (including the Charterers' Principal Representative) shall have the right to enter the premises of the Builder and/or its subcontractors during working hours for the purpose of examining and inspecting materials and workmanship, reviewing plans and drawings, inspecting the Vessel, its machinery, equipment and outfittings, and attending all tests and trials in the same manner and under the same conditions as the Buyer's Representative/s hereunder;
- (ii) the Charterers' Principal Representative shall be included in all material discussions between the Builder and the Buyer (or between the Buyer's Principal Representative and the Builder's Representative) with respect to this Contract and/or the construction and/or delivery of the Vessel hereunder;
- (iii) the Builder shall send and/or deliver directly to the Charterer's Principal Representative (in accordance with Clause XXII) a copy of all notices and other communication given by the Builder or the Builder's Representative to the Buyer or the Buyer's Principal Representative in accordance with this Contract at the same time they are sent and/or delivered to the Buyer or the Buyer's Principal Representative;
- (iv) the Charterers' Principal Representative shall have access to the DNV-GL E-Approval web portal or to the MyDNVGL portal or current equivalent, with access to all approval data for design and construction of the Vessel; and

- (v) all plans and drawings submitted by the Builder to the Buyer or the Buyer's Principal Representative for review shall, at the same time, be submitted to the Charterers' Principal Representative for review.

The Builder acknowledges and agrees that in any instance where the Buyer's Principal Representative has a right review plans and drawings or to inspect the Vessel under construction or to attend a test or trial but fails to do so, or may exercise a right but fails to do so, or by non-action will be deemed to have forfeited a right (including a right to object) and is failing to act, the Charterers' Principal Representative may act on behalf of the Buyer's Principal Representative and, in that case, any remarks, objections, acceptance or rejection by the Charterers' Principal Representative shall be deemed to be the Buyer's remarks, objections, acceptance or rejection.

The Builder understands and acknowledges that certain rights of the Buyer existing on the Delivery Date will be assigned by the Buyer to the Charterers in accordance with the Bareboat Charter. These rights include (i) any claim the Buyer may have to liquidated damages under this Contract (which are assigned by the Buyer to the Charterers pursuant to Clause 43(b) of the Bareboat Charter), and (ii) all rights of warranty under or in connection with this Contract (which are assigned by the Buyer to the Charterers pursuant to Clause 44 of the Bareboat Charter). The Builder confirms that it approves of these assignments and agrees to take such actions as are requested by the Buyer or the Charterers' Principal Representative to confirm its approval of the assignments or otherwise to enable the Buyer to assign to the rights described above.

The Builder further understands and acknowledges that the Charterers have agreed, at their own risk, cost and expense, to (i) supply and deliver to the Builder the Buyer's Supplies in accordance with Clause XX, and (ii) otherwise perform and comply with the obligations of the Buyer under this Contract with respect to the Buyer's Supplies (including, without limitation, the obligation to pay the Builder's cost of insuring the Buyer's Supplies in accordance with Clause XX). The Builder agrees that the Charterers may exercise the Buyer's rights with respect to the Buyer's Supplies as set forth in this Contract.

The Builder agrees that in any public announcement or statement concerning the Vessel, the Bareboat Charter, the Building Contract or the transaction generally, it will not identify the Charterers or any of their Affiliates without the prior written consent of the Charterers. The Builder will endeavour to coordinate their media and public announcements with those of the Charterers to ensure consistency of message and to respect the marketing strategy and objectives of the Charterers. Notwithstanding anything contained herein, the Builder shall be entitled to use information about the Vessel construction (without disclosing the identity of the Charterers or their affiliates or content of this Contract) for marketing or reference purposes.

CLAUSE XXIV

MISCELLANEOUS

- I. This Contract contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, undertakings and agreements with respect to the subject matter of this Contract; and no amendment or alteration shall be valid unless agreed or confirmed in writing between the parties.

2. The Index of this Contract and the headings or titles to the Clauses hereof are inserted for ease of reference and convenience only and are not to be interpreted as in any way restricting or affecting the construction of the Clauses to which such headings and titles relate and such Index, headings and titles shall be disregarded in the construction and interpretation of this Contract.
3. The Parties hereby unconditionally declare that this Contract and its provisions and terms are considered to be confidential and business secret and shall not be notified or revealed to third parties (unless it is necessary for implementation or enforcement of this Contract, for the Contract financing purposes or is otherwise required by law) nor their interests and rights impaired.
4. The Builder and the Buyer agree to do all acts and execute all documents required to carry out terms of this Contract and to act in good faith with respect to the terms and conditions contained herein.
5. The Parties to this Contract will be allowed and entitled to make any changes or novation of this Contract only in writing signed by both parties.

CLAUSE XXV

CONTRACT IN TWO ORIGINALS

This Contract has been made out and signed in 3 (three) identical originals, one for each party and one for the Charterers.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS whereof the parties hereto have caused this Contract to be duly executed by its duly authorised officers or representatives the day and year first above written.

THE BUILDER:

BRODOGRAĐEVNA INDUSTRIJA SPLIT,
dioničko društvo

By: _____
Name: Zoran Kunkera
Title: Management Board
Member/Director

THE BUYER:

POLARIS EXPLORATION INC.

By: _____
Name: Tomislav Debeljak
Title: Managing Director

The undersigned, by executing this Contract, acknowledges that it has reviewed and approved the terms of this Contract.

THE CHARTERERS:

VINSON EXPEDITIONS LLC

By: _____
Name: Andrew White
Title: President

[Signature Page to Shipbuilding Contract (Builder's Hull No. 487)]

**APPENDIX "A" TO THE
SHIPBUILDING CONTRACT
FOR HULL NO. 487**

PROTOCOL ON WARRANTY PROCEDURE

As per the Shipbuilding Contract dated March 21, 2018 in order to have complete records of the Builder's warranty obligations, in respect of the Buyer's claims during the Warranty Period, the parties have agreed to follow the procedure hereinafter stated:

1. For every claim that the Buyer considers as the Builder's warranty obligation, he is to draw a Warranty Claim as per Exhibit 1 hereto.

The Warranty Claim should start with Number 1 onward, separately for Engine Department and for Deck Department. This procedure is to ensure the complete records of the Buyer's claims.

2. The Warranty Claim shall include the following (or as much thereof as is known to the Buyer):

- date and time of the occurrence of the defect,
- name of the equipment on which the defect occurred,
- brief description of how and under which circumstances the defect happened,
- the reason for the defect if possible to state,
- the spare parts to be replaced and the names of the manufacturer and necessary details for ordering if possible,
- by whom the repairs are done and a very brief description of repairs.

The Warranty Claim should be submitted by the Buyer to the Builder as soon as possible after the damage has occurred or the defect is ascertained; provided that any warranty claim submitted within the warranty period shall be a valid warranty claim.

3. During the stay of Builder's Guarantee Engineer on board the Vessel he is to sign all Warranty Claims so certifying what happened and what was done in case the repair is made on the spot. In case of any difference in opinion relating to the circumstances and causes of defects between the Buyer and the Guarantee Engineer, both opinions are to be stated in the Warranty Claim. If the Guarantee Engineer or the Buyer do not state any difference of opinion, it shall be understood that there is no difference of opinion.
4. The Builder and the Buyer are to make final decision whether the defect or damage is or is not Builder's obligation in accordance with the Shipbuilding Contract and the Builder's Certificate and Protocol of Delivery and Acceptance.
5. The Builder and the Buyer agree to use their best efforts to mutually resolve not later than 6 months after expiration of the contractual Warranty Period all claims made within such Warranty Period.

6. All necessary new spare parts for replacement of defective ones can be ordered by the Buyer directly with the manufacturer, stating that this is under warranty obligation, requiring the cost of delivery to be on the manufacturer's account. In case the manufacturer disputes the item as not falling under warranty, the Buyer shall seek remedy from the Builder under the terms of the Shipbuilding Contract.
7. The copy of order as under item 6 together with respective copy of the Warranty Claim should be sent by the Buyer to the Shipyard as soon as possible.
8. If required by the nature of the warranty works which are to be carried out, the Vessel is to be properly prepared by the Buyer for undisturbed works at the expense of the Buyer, i.e. cargo including cargo residues to be removed, holds made clean for carrying out the required works, engine room, tanks and any other tanks emptied and cleaned, ballast compartments emptied and dried, vessel's stores removed. All claims and damages considered by the Buyer as warranty obligation and which are not reported in accordance with the foregoing procedure will not be taken into consideration. Should however the Buyer's report on warranty claims to the Builder in some respect be unclear or incomplete the Builder shall be obliged to demand clarification of the report from the Buyer within fourteen (14) days.

Made out in six (6) copies, each as original, three copies for the Buyer and three copies for the Builder, in [] on [].

For and on behalf of
the Builder

For and on behalf of
the Buyer

EXHIBIT 1**NOTICE OF WARRANTY CLAIM**

Warranty claim No.:	Ship position:	Observation date:	Date of claim:
----------------------------	-----------------------	--------------------------	-----------------------

System, component, part of equipment on which defect occurred:	
Component name and type:	
Manufacturer:	
Mark / Serial No:	
Drawing / other ID:	

Circumstances under which defect occurred:	
Description and characteristics of defect:	
Reason for defect:	

Specification of required spare parts / works to be performed	
---	--

Repairwork done:	By ship's crew:	By shore Contractor:
Ship's crew working hours:	Cost invoiced by Contractor:	

Warranty opinion:	Engineer	"Accepted"	"Noted"	"Rejected"
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Master / Chief Engineer's signature:

Guarantee Engineer's signature:

APPENDIX B
FORM OF CHANGE ORDER

Contract Change Order N°: xxx

Date: xxx

Shipbuilding Contract:

Dated:

Hull Number:

Ordered by:	
Reference to quotation/agreement:	
Description of change:	
Influence on Function:	
Influence on Performance:	
Influence on Dead Weight:	
Influence on Contract Delivery Date:	

Cost (+) / Credit (-), Fixed Price:	EUR	
--	-----	--

Authorised Buyer's Representative approval:		Authorised Builder's Representative approval:	
Date:		Date:	
Signature:		Signature:	
Name in Capital letters:		Name in Capital letters:	

APPENDIX C

SCHEDULE OF BUILDER'S NORMAL COSTS

APPENDIX C

SCHEDULE OF BUILDER'S NORMAL COST

Sales department - A630
Project management

Split, xx.xx.xxxx.

Costs breakdown - CCO (modification request)

ZZP.

		ZZM.	N.487	order: xx		calc.no x	
no.	Process	workshop	w.hours	eur/rs	kn/whrs	eur	
	disciplines:						
1	Hull steel work (cutting, forming and assembly)			38,00			
2	Outfitting (steel work, machinery and cabling)			43,00			
3	Interior work			46,00			
4	Painting			32,00			
5	Scaffolding and launching			32,00			
6	Insulation			31,00			
Process total			0	#DIV/0!	#DIV/0!	0,00	
no.	Material:	jm.	quantity	currency	pcs	in currency	eur
1	plates and profiles	kg		eur			
2	pillars	kg		eur			
3	flat bars	kg		eur			
4	welding material	kg		eur			
5	tecnological material	kg		eur			
6	painting	lit		eur			
7	pipes	kg		eur			
8	etc...						
Material total:							0,00
no.	Service (general)	jm.	amount	currency	eur/whrs/kpl	in currency	eur
1	Insurance during building	kpl	0,40%	eur	0,00	0,00	0,00
2	Guarantee works	kpl	0,20%	eur	0,00	0,00	0,00
3	Management cost	whrs		eur	100,00	0,00	0,00
4	Processing of modification	kpl		eur	900,00	0,00	0,00
Service (general) total							0,00
no.	Documentation	dpt	w.hours	Eur/wh	kn/wh	eur	
1	Technical documentation	design dpt		52,00	0,00	0,00	
Documentation total			0	#DIV/0!	#DIV/0!	0,00	
Process total						EUR	0,00
Material total						EUR	0,00
Service (general) total						EUR	0,00
Documentation total						EUR	0,00
Financial cost					5,00%	EUR	0,00
Profit margin					15,00%	EUR	0,00
Price total				eur/kg	#DIV/0!	EUR	0,00
Offer price				eur/kg	#DIV/0!	EUR	0,00

APPENDIX D

FORM OF

PROTOCOL OF DELIVERY AND ACCEPTANCE

The undersigned, Brodograđevna Industrija Split, dioničko društvo (the “Builder”) hereby delivers, and Polaris Exploration Inc. (the “Buyer”) hereby accepts delivery of, the vessel described below (the “Vessel”) in accordance with the provisions of that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated as of March 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Building Contract”), made by and between and the Builder and the Buyer:

Type of Vessel: Polar Expedition Cruise Vessel

Name of Vessel: _____

Builder’s Hull No.: 487

Delivery and acceptance of the Vessel occurred at the Port of _____ on _____, 2020 at __:__ AM/PM local time.

[This Protocol of Delivery and Acceptance does not release the Builder from its obligation to complete post-delivery work in accordance with Appendix 1 hereto.]

IN WITNESS WHEREOF, the Builder and the Buyer have executed this Protocol of Delivery and Acceptance as of the date and time indicated above.

The Builder:

The Buyer:

BRODOGRAĐEVNA INDUSTRIJA SPLIT,
DIONIČKO DRUŠTVO

POLARIS EXPLORATION INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



TECHNICAL SPECIFICATION

FOR

LMG 200-PCS

Doc. no.: 369005-TS-101-A-LMG-00001

Client doc. no.: TS-101-A-00001/-01-101-205

Revision: 03

Split, 19.03.2018.

For the BUILDER:

By: _____

Name: Zoran Kunkera

Title: Management Board
Member/Director

For the BUYER:

By: _____

Name: Tomislav Debeljak

Title: Managing Director

For the CHARTERER:

By: _____

Name: Andrew White

Title: President



Client QUARK EXPEDITIONS / BRODOGRAĐEVNA
INDUSTRIJA SPLIT

Key person MALCOLM ELLIS / DALIBOR VUKIČEVIĆ

Document title TECHNICAL SPECIFICATION

Project name LMG 200-PCS / BRODOSPLIT P1357

Project number 369005

Internal document number 369005-TS-101-A-LMG-00001

Client document number TS-101-A-00001 / 01-101-205

External distribution

Classification CONFIDENTIAL

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03	19.3.2018.				BS contract review
02	18.1.2018				BS contract review, as of Thursday Jan 18, 11.0 clock
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0 GENERAL PROJECT INTRODUCTION

010 INTENT OF THE SPECIFICATION

This Specification is intended to describe the technical features (performance, capacities, functions, equipment, etc.) for an Expedition Cruise Ship herein called the Vessel or the Ship.

The Specification with its Appendices shall form an integral part of the Building Contract ("Contract").

The "Owner" and/or "Buyer" used throughout the Specification, except where the context otherwise requires, is to be recognised as the "Buyer" in the Contract.

The "Builder" when used in this Specification shall mean the Builder as defined in the Contract.

The "Designer" when used in this Specification shall mean LMG as defined in the Contract.

If any discrepancy is found between the Specification and accompanying drawings/plans, the Specification will prevail. If any discrepancy is found between the Contract and the Specification, the Contract will prevail.

If any discrepancy is found between the Specification and accompanying Appendices 3, 7 & 8, the Specification shall prevail. If any discrepancy is found between the General Arrangement and the Appendices 7 & 8, the General Arrangement shall prevail.

The Specification follows the SFI classification code with code groups describing relevant parts, equipment, machinery and systems of the Vessel. Wherever standard group is missing, means that the group does not exist and therefore shall not be delivered.

In the event of any conflict between the terms of parts/groups of the Specification, the description specified under the relevant heading i.e. group of the SFI code to which it belongs shall prevail.

The Vessel is to be built by the Builder in accordance with the Specification, Class and Buyer's approved drawings and according to good shipbuilding practice for new vessels of similar type and characteristics as the Vessel with all new materials and equipment incorporated into the Vessel in order to fulfill the Contract. The Vessel is to be delivered to the Buyer ready for operation, clean and tested, except for those items and services explicitly listed in the Specification as the Buyer's supply.

The Vessel will be constructed and equipped in accordance with the Builder's standards and practice and shall comply with the listed Rules and Regulations and this Specification.

The Specification is made on the understanding that any item or functionality, which is not called for in the Specification or General Arrangement, will not be furnished or applied by the Builder unless it is required by the specified Rules and/or Regulations listed in CH 021 and 022. The details which are not mentioned in this Specification but which are essential for functioning Vessel of this class shall be furnished in accordance with the Builder's standards and practice.

Any item mentioned more than once at different places in the Contract, Specification or Appendix drawings, but serving the same purpose, is only to be supplied or carried out once.



The references to subcontractors' equipment, material and or design refer to their standard equipment on the date of this Specification unless otherwise stated.

If, as a result of increased experience or general technical development, other designs, materials or methods of manufacture than those stated in this Specification are found equivalent or similar but more practical, the Builder may propose for Buyer's approval as per Contract, Article VIII.3

The term "or" or "or equal" or "ref." is used in the Specification to indicate that solutions or items are permitted and then will be provided as the Builder's option. "If necessary" and "when necessary" mean that the matter in question shall be subject to the Builder's consideration.

It shall be the responsibility of the Builder to deliver the Vessel complete in every respect, ready for service, properly designed and constructed in accordance with good shipbuilding practice.

To this end it is the Builder' responsibility to ensure that all facts and figures stated in this Specification will perform the tasks intended providing that those facts and figures are not in conflict with Rule and/or Regulatory requirements.

011 GENERAL ARRANGEMENT

The Vessel described in this Specification is presented in the general arrangement drawing:

369005-DW-101-C-LMG-00001, Rev.06 GENERAL ARRANGEMENT

The Vessel shall be built in every respect as a first class, high comfort modern ice strengthened expedition vessel for expeditions of worldwide itineraries, in any of the following areas:

- Arctic Areas of Norway (Svalbard)
- Antarctic
- East- South- & West Coast of Greenland
- North –European destinations
- Canadian Arctic
- Atlantic and Pacific Transit Cruises

The Vessel is arranged for 200 passengers and a crew of 116.

The Vessel concept as described in this Specification, and as presented on the GA drawing, is the result of our interpretation of the received requirements. The Vessel concept satisfies the requirements to number of passengers and crew, to speed and endurance, and to public areas.

There are proposed solutions for the important crew operability, food and beverage logistics and the general hotel activities.

013 DESCRIPTION OF THE VESSEL

The following description of the Vessel functionalities and arrangement is based on the general arrangement of the Vessel, and hence this chapter is of descriptive character. In case of conflict between this chapter and the GA, the GA shall prevail.

The Vessel is arranged with the following decks:



- Deck 0 – Tank top, engine rooms, propulsion motor/gear rooms, garbage room, equipment room, tanks
- Deck 01 - Thruster rooms, engine rooms, workshops, ECR, technical stores, mooring stores room, steering gear rooms, private laundry rooms, crew /staff lounges, crew/staff trim room, main laundry, linen and stores rooms, staff cabins
- Deck 02 – Staff cabins, crew mess, crew galley, excursion boat maintenance room excursion boat hangar, petrol fuel filling room, technical rooms and workshop, passenger ready rooms and embarkation exits, ready room for expedition staff, submarine room (for future submarine storage), stores room, bonded stores room, provisions rooms
- Deck 03 – Passenger cabins, Vessel entrance and reception, shop, crew/staff cabins, aft mooring deck, ventilation rooms
- Deck 04 – Passenger cabins, officers cabins, officers lounge, lifeboat stations and MOB, forward mooring deck,
- Deck 05 – Lecture theatre, galley and main dining lounge, lifeboats and MOB
- Deck 06 – Passenger cabins, captain and chief engineer cabins, expedition leader cabin, wheelhouse, instrument rooms
- Deck 07 – Sundeck, outdoor/indoor barbecue restaurant, pantry rooms for the restaurant, fitness and sauna area, wellness area, passenger suites, panorama lounge
- Deck 08 - 2 Helicopter landing areas with hangars and infrastructure, ventilation rooms, and Emergency generator room

Deck 0

The tank top arrangement is characterized by the two (2) engine rooms and the two (2) electric drive motor rooms separated by A60 bulkheads, and in full compliance with the SRtP requirements. Each of the engine rooms is fully autonomous regarding the propulsion system and the associated equipment.

Directly forward of the engine rooms is the waste treatment and storage room. The incinerator shall be located on this deck level in a separate space. One of the service elevators has its lowest position here.

Forward of this is the equipment room, containing subsystems for the machinery, and the anti-roll fin integration.

Tanks for fuel and fresh water are located in the forebody and aft body.



The bow thruster room is located at the most forward location, where the two (2) tunnel thrusters with electric motors are incorporated.

The stern thruster is located aft in the skeg.

Various tanks are located below the tank top.

DECK 01

The Deck 01 is characterized, from aft, by the separated steering gear rooms, in compliance with the SRtP requirements.

The next room comprises the aft tunnel thruster room, followed by the technical stores room, and a room for the engine workshop and the Engine Control Room (ECR).

The Engine Control Room provides control of technical systems.

The two (2) engine rooms are separated by a fireproof (A60) and watertight transverse bulkhead. Each of the engine rooms are equipped with the diesel engine powered generators, a room for the main electrical switchboard and associated supporting subsystems and service tanks for the main engines.

Directly forward of the engine rooms are crew laundry rooms, one on each side, equipped with equipment for private laundry.

Further forward of the engine rooms is the accommodation for crew and staff, each having a sanitary room.

The main laundry is located forward of all the staff cabins, in close vicinity to the stores rooms for linen and uniforms, and to the forward service elevator.

Forward of this is the staff lounge, and a crew fitness room.

The most forward room on this deck is the bow thruster room, containing two (2) bow thrusters with electric drive motors.

Deck 02

This deck is characterized from aft by the large excursion boat hangar. It has space for storage of twenty (20) Mk 5 Zodiacs, in stacks of two (2). The storage room extends the full width of the Vessel, and launching shall be carried out by a dual acting transverse gantry crane with winches, through the access door in each side.

In direct vicinity to the main storage room, is the outboards and craft service room on PS. On the STB aft part of this deck is a room dedicated for filling of petrol for the outboards and inboard of this is a submarine garage (for future submarine storage).

In the center of the hangar room is a walkway for passengers leading aft to two (2) boots washing stations, and further stairway access aft onto the embarkation ramp. The ramp is intended as an embarkation quay for the excursion passengers, as well as an area for loading of the boats with excursion equipment.



Other excursion equipment such as kayaks, skis etc. may also be loaded on to the ramp from their storage positions within the hangar room.

At the forward end of the hangar room are spare zodiac storage spaces, on PS and STB sides.

Forward of the hangar is a full breadth passageway providing the means for passengers to embark onto the excursion boats. Passengers may enter the excursion boats on each side through a side opening, and a stairway leading down into the boats.

Forward of this passageway are the two (2) passenger ready rooms, one on each side. Each room also has a boot washing station containing facilities for preparation and cleaning of clothes/boots after the excursions. The passenger lifts are located in the center, in conjunction with a small excursion reception. Two (2) sanitary rooms are located in this area.

An excursion ready room for the staff is located in conjunction to the passenger ready room on STB side. The room is for preparation of the excursion, and where vital minor equipment for the staff is stored. Lockers are located along the inboard side of the STB Casing. On the far PS are storage rooms.

A full beam provisions entry-station is located amidships. All provisions enter the Vessel into this room, by a tween-deck door and crane with winch on each side. All the provisions are unwrapped in this room, and distributed to their storage room.

In this room, all solid waste is unloaded from the Vessel, through the same side hull doors.

The provisions rooms are:

- Preparation area room
- Dry provisions store
- Meat and fish defrosting rooms
- Meat stores room
- Fruit and vegetables
- Fish
- Poultry
- Dairy
- Wines- and beverage store
- Ice creams

The provisions area is being served upwards by two (2) service lifts, which shall be used for loading provisions, for distributing foods from storage to galleys, and one (1) of them for transport of waste.

There is a dedicated waste lift from this room, delivering waste down two (2) decks to the waste management room. This lift shall also be used for transport of engine room equipment from between deck 01 and 02.

The remaining area of this deck is allocated for crew and staff cabins, crew galley and mess room. Forward are the chain lockers, and stores room.

Deck 03



In the aft area is the aft mooring station.

On the port side of the mooring deck is a room for the paint store and for the storage of chemicals, and on the starboard side is an enclosure in which the bunkering of the helifuel and the petrol is located.

The entrance to the Vessel is at both sides of this deck, which is located 4,9m above the waterline. A foldable accommodation ladder on each side is arranged, leading into the main reception area.

The entrance area consists of a reception, and excursion desk, office for hotel manager, office for chief purser, office for reception, office for expedition coordinator, the center stairways and two (2) lifts. A gift shop is located on the starboard side.

The remaining area of this deck comprises double passenger cabins and staff cabins.

The PAX cabins are equipped with large windows.

In the forward area of this deck is the hospital, plus two (2) ward rooms, hotel and bosun stores rooms, and AC room.

Forward are the chain lockers.

Deck 04

This deck is a 100% cabins deck. Two (2) ADA cabins are located on this deck.

This deck also features the davits for the four (4) lifeboats, but the embarkation deck for the lifeboats is the deck above, (Deck 05).

The man overboard boat (MOB) with davit is located on STB side of this deck.

Forward is the mooring deck.

Deck 05

This deck is characterized as a 100% public area deck.

It has an exterior deck walkway all around the complete superstructure; it provides the passengers with a walking tour of length nearly 250m.

It is also the embarkation deck for the lifeboat stations.

The lecture theatre is located aft of the lifeboat stations, with windows at the sides and aft.

This is the main lecture venue of the Vessel, with seating for 203 and 8 at a bar.

Adjacent to the lecture room forward, is a sanitary room on each side of the corridor.

The amidships area is characterized by the stairway and two (2) lifts.

The main dining room is located amidships, arranged for buffet and a la carte meals, and has permanent seating for apr. 246 persons.

The galley is located in the center of the deck 05 within the dining room.

A scullery is arranged, with dedicated access for the dining room.

The catering logistics are handled by two (2) dedicated service lifts.



The dining room has large windows facing forwards and sideways, and direct access to the exterior deck is provided at both sides via four (4) doors.

There is an ADA sanitary room amidships, at the entrance to the main dining room.

Deck 06

This deck is characterized by a variety of PAX and CREW (Captain, Chief Eng, Expedition Leader) cabins. Two (2) ADA cabins are located on this deck.

The wheelhouse is located on this deck, with two (2) instrument rooms.

The forward service lift has its upper stop at this deck.

Deck 07

This deck has an open sundeck aft.

An exterior/interior restaurant bar is located on the PS, with direct access to the open deck. The aft walls of the restaurant may be opened up. The restaurant is served by a dedicated galley, and catering logistics are aided by the service lift in direct vicinity.

On the STB side aft, a fitness room and spa with sauna and steam room are arranged. The sauna and fitness rooms have large windows facing outwards.

A massage center is arranged on STB, with three (3) massage rooms.

Eight (8) suites are located on this deck, all have private balconies.

Forward on this deck, the large panorama lounge is located with seating for at least 100. The lounge shall function as the secondary lecture area.

The lounge has excellent vision forward, and to both sides of the Vessel.

The lounge also features screens showing the electronic charts, the radar image, weather data and other navigational data for the passengers. A Bar and pantry is also located within this space.

There is access to the exterior deck from the panorama lounge, PS & STB sides, and vertical access to the helideck above the panorama lounge.

Deck 08

A helicopter landing area is located aft on Deck 8, with one (1) hangar forward of the landing deck on the PS side.

A second helicopter landing area is located forward of the funnel on Deck 8, with one (1) hangar facing forward serving this deck on the STB side.

Located on this deck are the main central HVAC units.

This deck has a room on the PS for the emergency generator.

VERTICAL ACCESSWAYS



Great care has been put in securing a superior and efficient vertical accessibility of the Vessel for its crew and passengers, to ensure efficiency of all the work operations, and for safety.

For the passengers it is important that they may familiarize themselves with the arrangement, for a greater feeling of comfort, where they can feel at home in a shortest time possible.

For safety reason it is of utmost importance to easily locate the evacuation routes vertically to the emergency stations.

- FOR PAX

The main vertical stairways arrangement is characterized by a stairway and elevators in the entrance and reception area of deck 03.

The amidships stairways and double elevators (at #38 and #42) lead upwards to:

- Deck 04 - Cabins
- Deck 05 - Public areas and main dining lounge
- Deck 06 - Cabins
- Deck 07 - Indoor /outdoor restaurant, trim room, wellness areas , cabins and panorama lounge

And down to:

- Deck 02 - Excursion boat hangar reception

The forward stairways (at #106) lead upwards from deck 01 to deck 03 for crew, and continues also for PAX from deck 03 to:

- Deck 04 - To cabin area
- Deck 05 - To public areas and lounges
- Deck 06 - To cabins area

An interior stairway is located from deck 06 to the panorama lounge on deck 07.

There is an internal stairway (#34) leading from deck 07 to deck 08.

Exterior stairway forward leads from deck 07 to deck 08.

Exterior stairways aft lead from deck 02 up to deck 07.

- FOR CREW

There are four (4) dedicated service elevators for the crew, in order to ensure efficient access for personnel, food and beverage and other articles.

Two main service elevators amidships (#55) both starting at deck 02, lead from the provisions lay down area, upwards to:

Deck 03: only one (1) elevator stops at this deck

Deck 04: only one (1) elevator stops at this deck

Deck 05: Galley: Both stop here

Deck 06: only one (1) elevator stops at this deck

Deck 07: both elevators stop at this deck

A dedicated elevator for waste at #62 on Deck 02 leads down to Deck 01 and to Deck 0.



Main service elevator fore ship (# 108) starting at deck 01, leading from hotel stores room, main laundry, main linen storage to:

- Deck 02 – Crew cabins
- Deck 03 – Crew cabins
- Deck 04 – PAX cabins
- Deck 05 – Public areas and lounges
- Deck 06 – Cabins

VERTICAL EXTERNAL ACCESS

The Vessel is equipped with excellent outside vertical access by stairs, for safety and evacuation functionality and general transfer.

Aft stairway arrangement (# 5) starting at deck 02, leading from excursion boat hangar, up to :

- Deck 03 - Cabins deck
- Deck 04 - Cabins deck
- Deck 05 – Lifeboat stations
- Deck 06 – To cabins deck
- Deck 07 – To sundeck

There is a stairway aft leading from deck 07 to deck 08.

In addition, there are stairways and ladders for general access to engine rooms, technical rooms etc., all shown on the GA.

FOOD AND BEVERAGE LOGISTICS

It is of vital importance that the logistics for all hotel activities are carefully designed in order to enhance efficiency.

The flow of all catering goods, waste, linen, shop articles shall be carefully planned in the design of the Vessel, and the presented concept has several excellent solutions for this, as described in the following chapters.

EXTERNAL

All provisions shall be loaded through the cargo door on PS and STB at # 55.

This door extends over two (2) decks, in order to ensure operability for variation of tidal conditions. It is equipped with an overhead gantry crane with winch.

The provisions are lifted on pallets, and loaded on to the lay down area on Deck02.

INTERNALLY

The provisions handling area on Deck 02 has a dedicated area for unpacking of goods, registering, and temporary storage.

The storage of provisions is located adjacent to the handling area.

All the doors leading into the provisions rooms have width sufficient for the transfer of EU standard pallet into the room, for further unpacking or general storage on the pallet.



All provisions are distributed to the galley by dedicated service lifts located in the provisions area. From the galley, prepared food may be distributed by the service elevator to the crew galley/crew mess on Deck 02, and to the restaurant on Deck 07.

WASTE MANAGEMENT AND STORAGE

Waste can be transported by using the service lifts to the provisions handling area, where there is a distribution point for further transport and handling of waste.

Paper and cardboard, glass and tins crushers are located in dedicated waste management room on Deck 0. Wet food waste is handled by machinery and tanks in the waste management room on Deck 0.

EXCURSIONS FUNCTIONALITY

The excursions are an important part of the explorers cruise, and the excursions functionality shall be carefully planned, in close dialogue with the Buyer. Efficiency and safety must be ensured by an excellent arrangement and crew procedures.

The main object of the excursion arrangement is the boat and equipment hangar, located on Deck 02, and is easily accessed by passengers using the elevators and main stairways amidships.

The current hangar arrangement contains twenty (20) off-Zodiac Mk5-Excursion boats with 70hp 4-stroke outboards and equipment ready for use, stacked to a height of two (2). Additional space is allocated for storage of kayaks and SUP Boards.

Zodiacs (twenty (20) off-Excursion boats with 70hp 4-stroke outboards and equipment), kayaks and expedition equipment/support are Buyer's supply (see Appendix 1).

In direct vicinity to the main storage room, is the service room for outboards and craft on PS side, and two (2) equipment rooms forward of the hangar.

On the STB aft part of this deck is a room dedicated for filling of portable petrol tanks for the outboards.

On the STB side is the submarine station, with storage for future installation of the manned submarine.

In the center of the hangar room is a walkway for passengers leading aft to two (2) boot washing stations, and further access aft onto the stern embarkation ramp.

The stern ramp is intended as an embarkation quay for the excursion passengers for the boats as well as an area for loading of the boats with excursion equipment.

Other excursion equipment such as kayaks, skis etc. may also be loaded on to the ramp from their storage positions.

Forward of the hangar is a full breadth passageway with shell doors allowing passenger access to the zodiac boats.

Forward of the passageway are the two (2) passenger ready rooms, one (1) on each side. Each room also has a boot washing station containing facilities for preparation, cleaning and storage of clothes/boots after the excursions.

014 ENVIRONMENTAL REQUIREMENTS

Ambient conditions

Ambient reference conditions for the purpose of determining the power of main and auxiliary reciprocating internal combustion engines, for ships of unrestricted service to be in accordance with IACS UR M28.

The ambient conditions applied to the layout, selection and arrangement of all shipboard machinery, equipment and appliances, subjected to Class approval, to ensure proper operation to be (if not otherwise specified by Classification Society or within the Specification) in accordance with IACS UR-s:

- for temperatures M40
- for inclinations M46

All calculations for main engine, its parts (transmission) and components (cooling, lubricating, etc.) will be based on specified selected maximum continuous rating (SMCR).

For the purpose of POLAR CODE the lowest MDLT shall be -10°C.

Note when the lowest Mean daily low temperature MDLT is -10°C or warmer, the ship is not considered to operate in LOW AIR TEMPERATURES, and as such the Vessel has not been attributed a Polar Service Temperature.

Ships equipment, machineries and systems which are not subject to Class approval should however be specified to be operable in the following climatic conditions:

	Summer	Winter
Outside Air	+35°C	-15°C
Inside Air	+35°C	0°C
Sea water	+32°C	0°C

For HVAC see gp.570.

015 MAIN DIMENSIONS

Length over all	:	127.97 m
Length between perpendiculars	:	115.58 m
Beam moulded	:	21.5 m
Beam, extreme	:	22.0 m
Depth moulded	:	7.0 m
Draught, scantling	:	5.0 m
Draught, design app.	:	5.0 m
Frame spacing	:	0.8 m



016 CAPACITIES

Maximum passengers	: 200
Crew and staff	: 116

Tank capacities (100% filling, all volumes are approximate)

Diesel oil storage (incl. serv. & settl.tk.)	: 945 m ³
Fresh water	: 503 m ³
Technical water	: 108 m ³
Grey/Black water	: 503 m ³
Ballast Water	: 773 m ³
Lub Oil	: 33 m ³
Helifuel	: 39 m ³
Petrol tank storage	: 4 m ³
Urea	: 56 m ³

Note

If found necessary in the design phase of the Vessel, the capacities may be reduced, however always satisfying the volumes for endurance as stated in Chapter 019.

The fresh water storage capacity shall at least be 5 days without FW production, based on 300 litres per person per day.

Deadweight and lightweight definition

"Deadweight" is the difference between the even keel displacement at design draught in water with a density of 1025 kg/m³ and the lightweight of the Vessel.

"Displacement" is the weight of the water volume occupied by the ship including shell plating and all appendages in sea water with a density of 1025 kg/m³ at a design draught of 5.00 m with the Vessel at even keel).

The Deadweight at design draught of 5.00 m above base line in sea water of 1025 kg/m³ density shall not be less than 1,644 mt. This deadweight shall be confirmed based on the lightweight determined at the inclining experiment.

Lightweight includes the following:

- The empty ship completed and equipped, without consumables and stores
- Spare parts, inventories, etc. required by Class
- Loose and fixed furniture.
- Liquids in pipes and machinery systems, minimum required for normal operation.
- Emergency generator diesel oil tank.
- Buyer's Supply weight (in accordance to Appendix 1)

It is recognized and acknowledged that full information needed to confirm the basis for the Vessel's lightweight calculation was not available to the Builder on the date of Contract signing. Therefore, in determining the Contract Price, the Builder assumed it would use materials and products that conform to the Specification and otherwise satisfy the requirements of the Contract

(in other words, meet the standard imposed by the Contract and, where applicable, are sourced from a maker on the Makers List).

If at any time prior to the Effective Date of the Contract, the Builder receives information from the Designer from which it is determined that the Builder cannot use materials or products it otherwise would have and could have used (in other words, such materials or products otherwise satisfy the requirements of this Contract and would have been available to the Builder in a timely manner), then the Builder may claim an adjustment to the Contract Price for the additional amount (if any) by which the materials or products the Builder must use exceed the cost of the materials or products the Builder otherwise would have and could have used. Any such claim for an adjustment to the Contract Price shall be accompanied by detailed supporting documentation (i) identifying the materials or products the Builder would have and could have used (the "Assumed Materials or Products"), including the price thereof, and showing that such Assumed Materials or Products would be available on a timely basis, consistent with the project schedule, (ii) demonstrating that the use of the Assumed Materials or Products would prevent the Builder from meeting the minimum deadweight and stability requirement of this Contract, not taking into account weight margin allowances provided for in the Lightweight calculation report for both the Designer and the Builder, (iii) identifying the materials or products the Builder proposes to use instead (the "Substitute Materials or Products"), including the price thereof, and (iv) a proposed Change Order reflecting the proposed adjustment to the Contract Price. In all cases, the Builder shall propose Substitute Materials or Products that minimize the resulting adjustment to the Contract Price.

Assuming the Buyer does not dispute the Builder's claim in any respect, the Buyer may either (i) accept the Builder's claim, in which case the parties shall execute the proposed Change Order, or (ii) direct the Builder to use the Assumed Materials or Products, in which case the Builder shall not be responsible for any adverse impact on the Vessel's deadweight and stability resulting therefrom. If the Buyer disputes the Builder's claim in any respect, the matter shall be referred to the Expert for resolution in accordance with Clause XVII.1.

The Builder's right to claim the adjustment of Contract Price in accordance with this paragraph shall expire upon the Effective Date of the Contract.

Typical deadweight distribution in full load condition at design draught includes:

NAME	MASS, t
MDF Storage	722
MDF Service	13,1
MDF Settling	39,2
MDF Overflow	2,0
MDF EM GEN	4,5
MDF Drain	2,0
FW	474
TFW	80
Sanitary Waste	25,2
Helifuel	32,3
Petrol tank for Zodiacs	3,3



NAME	MASS, t
LO main engines	11,7
Other LO (thruster, sterntube, gear)	17,6
Dirty oil drain	1,9
Sludge	3,4
Bilge	5,8
Urea	55,4
Biotank (STP)	24,5
Ballast	30,0
Passengers & luggage	22,0
Provision, consumables	55,6
Crew and effects	15,1
Buyer's Supplied Equip., taken from P1357 Appendix 1 2018-03-06	33,04
DWT with ballast used	1674
DWT without ballast used	1644
Ice acc. to PC6	118,0

~~Different deadweight distribution is possible within allowable draught and acceptable trim for different operational requirements. On maximum ice draught of 5.00 m icing allowance will be deducted from the deadweight.~~

The Gross Tonnage is preliminarily calculated to 13762 tons.
The Net Tonnage is preliminarily calculated to 4174 tons.

017 ENERGY & ENVIRONMENT

The Vessel shall operate in environmentally vulnerable areas, and it is vital that the Vessel leave the lowest possible environmental footprint in water and air.

The hull lines shall be designed for minimum resistance and excellent seakeeping.

Great effort shall be made for efficiency of the hull including bottom paint (As per Appendix 2), penetrations and appendages shall be made such that the lowest possible resistance is ensured and giving excellent seakeeping performance.

Several features to manage this have been proposed, as follows, to comply with the descriptions in dedicated SFI, and with the Rules and Regulations cited in this Specification:

1. HULL DESIGN – design a hull shape which ensures the lowest possible resistance, by utilizing Computational Fluid Dynamics (CFD) and Model tests to optimize bulb profile, bilge radii, entrance geometry details leading to the propulsors, etc.
2. PROPULSOR – carry out detailed design work on the propeller/hull interaction.
3. WEIGHT OPTIMISATION – detailed analysis of the Vessel structure, in order to reduce weight.



4. INSULATION - special heavy duty insulation of the outer sides, to reduce thermal losses, special windows for low energy transfer
5. VENTILATION – innovative heat recovery systems for the main ventilation
6. SMART SYSTEMS - use of smart control of main rotating and energy consuming systems, by temperature, pressure control and monitoring
7. LIGHTING - by the use of LED lights, and of operating a multiple stage lighting level, where the levels may be activated by motion and time of day.
8. ENGINE HEAT RECOVERY - sample, contain and utilize waste heat
9. EMISSIONS RESTRICTIONS – IMO TIER III is required

018 SPEED AND POWER

Vessel's speed shall be not less than 16.0 knots at design draft of 5.00 m with 10% sea margin, with clean hull and propellers, in calm weather (wind and wave not exceeding Beaufort 3 and 2 respectively), with fin stabilizers retracted and 100% of propulsion motors rated output.

The above specified speed will be verified on a sea trial test under trial conditions and corrected with the service allowance (sea margin).

Full scale verification of Vessel speed shall be carried out on a sea trial, undertaken in both directions over a measured distance, at an intermediate draft, based on a loading condition with acceptable trim achieved by filling of ballast and fresh water tanks plus a limited filling of fuel tanks. This full scale condition shall also be as close as practicable to the partial draft condition that was included in the scope of the model scale tank tests along with the condition at design draft (100% deadweight), allowing for correlation of the test speed at the full scale loading condition with the speed at design draft.

Corrections of ambient conditions like wind, sea and water depth as well as conversion for draught and trim will be made according to Builder's standard and ITTC standards.

019 OPERATING PROFILE & ENDURANCE

The design operating profile, expressed as a function of time is:

Transit 16 knots	18 %
Slow Transit 8 knots	41 %
Dynamic positioning	41 %

The endurance of the Vessel regarding fuel oil tank capacity shall be at least 40 days at the given operational profile, and at the summer hotel load.

Provision storage capacity shall be dimensioned for the endurance of 40 days, with the max passenger and crew complement.



Included in this are the requirements for SRtP compliance.

Freshwater tank storage capacity and production capacity shall be based on a consumption of 300l/person/day.

Grey water and black water capacity shall be according to MARPOL guidance 180l/person/day sufficient for 8 days cruising without discharging.

020 SAFETY

For a vessel which shall operate in remote areas without re-supply, it is vital that the Vessel is designed with features which ensure high degree of safety, and reduced vulnerability for its crew and passengers.

The Vessel is arranged with 3 main Fire Zones, in full compliance with Regulations, located as shown on the GA.

Each of the fire zones are equipped such that food and water may be served to passengers, a number of designated toilets are still operable, and electricity, heating and general power is secured.

In conjunction with this, the Vessel shall fully comply with the governing Safe Return to Port regulations.

The design shall fulfill the specified Rules and Regulations for long international voyages.

The Vessel is equipped with app. 50% capacity of lifeboats on each side, in addition to inflatable life rafts with evacuation chutes.

The Vessel is designed to comply with the Safe Return to Port requirements, which ensures a reduced vulnerability of the Vessels power generation and propulsion. The engine rooms are subdivided with A-60 fire and watertight bulkheads, ensuring control of the Vessel in the case of one engine room fire.

021 CLASS DEFINITIONS

The Vessel shall be designed, constructed and approved according to the requirements and under the survey of DNVGL, with the following Class notations:

- +1A
- PC(6)(-20)
- PASSENGER SHIP
- E0
- COMF (V2)(C2)PAX, (V3)(C3)CREW
- CLEAN
- RECYCLABLE
- TMON
- BIS
- ECA(Sox-A)
- HELDK (S,H,F) LFL(2)



Note: The Vessel is to operate in areas where the Mean Daily Low Temperature (MDLT) is above Minus 10 Deg C.

Rules and Regulations

The Vessel shall comply with the requirements of all Rules, Regulations and conventions in force at the date of Contract signature, for the intended trade and service, including the following, and the Builder shall provide all certificates attesting to compliance.

National Rules

Flag State: Marshall Islands - Vessel shall comply with flag state Rules

022

INTERNATIONAL RULES AND STANDARDS

1. IMO, International Convention of Safety of Life at Sea, 1974 (SOLAS 1974) as amended
2. International Convention for the Prevention of Pollution from Ships, MARPOL 1973/78 As amended including Annex I, IV, V and VI
3. Convention to the International Regulations for Preventing Collision at Sea, 1972 (COLREG 1972) as amended
4. International Convention on Load Lines, 1966 (LL 1966) as amended
5. International Convention on the Tonnage Measurement of Ships 1969
6. Panama Canal Tonnage Regulations
7. Maritime Regulations for the Operation of the Panama Canal
8. MLC 2006
9. Suez Canal Tonnage Regulations
10. International Telecommunication Union, Radio Regulations
11. The International Code for Ships Operating in Polar Waters, the "IMO Polar Code"
12. International Convention for the Control & Management of Ships Ballast Water and Sediments (BWM Convention)
13. International Convention for the Control of Harmful Anti-Fouling Systems on Ships (AFS Convention 2001)
14. US Public Health Sanitary requirements – VSP 2011 Operating & Construction Guide
15. USCG, Department of Transportation, 46 Code of Federal Regulations, Subchapter H Concerning Foreign Flag Passenger Vessels. (46 CFR 70.05-3).USCG, Department of Transportation, Publication CG-515 "Rules and Regulations for Foreign Flag Vessels Operating in the Navigable Waters of the US" to include:
 - 33CFR part 151 Subpart D Ballast Water Management for Control of Non-indigenous Species in Waters of the United States.
 - 33CFR part 155 Oil or Hazardous Material Pollution Prevention Regulations for Vessels.
 - 33CFR part 159 Marine Sanitation Devices including subpart E: Discharge of Effluents in Certain Alaska Waters by Cruise Vessel Operation.
 - 33 CFR part 164 Navigation Safety Regulations
16. The International Convention for the Safe and Environmentally Sound Recycling of Ships
17. IEC 60092- Electrical Installations on ships
18. IEC, Publication 60529, Classification of Degrees of Protection provided by

Enclosures

19. International Ship and Port facility Security Code (ISPS Code)
20. International Code for Safe management of Ships and Prevention of Pollution (ISM Code)
21. Relevant Regulations of the International Pilots Association
22. Performance Standard for Protective Coating
23. Protocol on Environmental Protection to the Antarctic Treaty including Resolution 3 (2006), Ballast Water Exchange in the Antarctic Treaty Area.
24. Voluntary guidelines adopted by International Association of Antarctic Tour Operators <http://iaato.org/home>
25. Alaska Rules: The Commercial Passenger Vessel Environmental Compliance (Cruise Ship) Program, Alaska General Permit (No 2009DB0026)
26. Canadian Arctic Rules: "Guidelines for the Operation of Passenger Vessels in Canadian Arctic Waters" including relevant sections of Arctic Waters Pollution Prevention act, the Arctic Shipping Safety and Pollution Prevention Regulations in accordance with SOR/2017-286 dated 2017-12-19 and The Canada Shipping Act 2001.
27. World Health Organization "Handbook for Inspection of Ships and Issuance of Ship Sanitation Certificates"
- ~~28. International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW).~~
29. US EPA, 2013 Vessel General Permit for non US Flag Vessels
30. Civil Aviation Authority CAP 437 (excl. Ch.3. 3.30 Falling Gradient and Ch.9 9.11 Lateral Mast Position.)
31. EU MRV Monitoring plan
32. Standard for shipboard lifting appliances DNVGL ST 0377.

Construction Guidelines

- ISO 7547 HVAC for accommodation spaces
- ISO 8861 Ventilation of engine rooms
- ISO 8862 HVAC of machinery control rooms
- ISO 8863 Defrosting wheelhouse windows
- ISO 8864 HVAC for wheelhouse
- ISO 9099 HVAC dry provision spaces
- ISO 9943 HVAC for galley
- Hot galvanizing shall be according to ISO 1461
- ISO 21070 (Management and handling of ship generated garbage)

Documents Required to be Onboard

To include all of the documents of IMO publication "List of certificates and documents required to be carried on-board ships, 2017"

Documents by the Buyer:

1. Polar Waters Operations Manual
2. Search and rescue cooperation plan

3. Decision support system for Masters
4. Fire safety training manual
5. Onboard training and drills record book
6. Garbage management plan
7. Garbage record book
8. Waste management operations manual
9. Ozone depleting substances record book
10. Low sulphur fuel record book
11. Safety Management System manuals
12. Ship Security Plan and associated records (training, breaches, reviews, audits, etc.), SOLAS XI-2/9; ISPS Code part A, §9-10
13. Helicopter and re-fuelling operations manual
14. Passenger submersible operations manual
15. Lifesaving training manual
16. Firefighting and lifesaving maintenance plan
17. Ballast water management plan
18. Ship energy efficiency management plan
19. Dynamic positioning operators manual
20. Copies of applicable International Conventions Including SOLAS, MARPOL, Loadline Regulations, STCW Convention. LSA Code, FSS Code. FTP Code. Polar Code. Tonnage Regulations. ITU Regulations. Colregs. Passenger Submersible Safety Code. ISPS Code. ISM Code. Marine Labor Convention.
21. Oil Record Book
22. Fire Safety Operations Booklet, SOLAS II-2/16.2
23. Document of Compliance, ISM Code, SOLAS IX/4; ISM Code, par. 13
24. Medical certificate (Regulatory) (Buyer's Supply)
25. Approval of format of Passenger Ship Muster Lists
26. Manual required by DNVGL Clean class notation
27. International Ships and Port Security Code Certificate
28. ISM Document of Compliance
29. Safety Management Certificate
30. Passenger Submersible Safety Certificate. (SOLAS requirement)
31. Design and construction document attached to Safety Compliance Certificate for passenger submersible craft
32. Marshall Islands (MI) Radio station License
33. Marshall Islands (MI) Continuous Synopsis Record
34. Marshall Islands (MI) Certificate of Registry
35. Marshall Islands (MI) Safe Manning Document

Documents by the Builder:

1. Material Safety Data Sheets for all hazardous chemicals
2. SOPEP
3. Fire Control Plan/Booklet, SOLAS II-2/15.2.4
4. List of Operational Limitations, SOLAS V/30
5. Complete set of as built drawings (as per agreement with Buyers)
6. EEBD documents: Manufacturer's instructions; inspection, maintenance, and testing records
7. Certificate for signal lights (according to IMO & SOLAS. Suppliers delivery)
8. Pilot's ladder poster - NAV 57/14/1



9. Intact Stability Booklet, SOLAS II-1/22 and II-1/25-8; 1988 LL Protocol, regulation 10
10. Damage Control Plans and Booklet, SOLAS II-1/23, 23-1, 25-8; MSC/Circ.919
11. Inclining Test Report
12. Engine Technical File
13. Record Book of Engine Parameters
14. Equipment and component documentation and Type approval Certificates as required by Port State Control
15. Certification and inspection, maintenance records for lifeboats, MOB boat, davits, life rafts w/launching appliances, wires for life boat falls, marine evacuation systems
16. Technical File for ballast tank Coating (if applicable)

Certificates

1. DNV-GL Certificate of Class and Certificate attachment
2. International Loadline Certificate and attached LL-IID document
3. Passenger Ship Safety Certificate
4. International Convention for Prevention of Pollution (MARPOL) Annex I (Oil) Certificate
5. International Convention for Prevention of Pollution (MARPOL) Annex 3 (Sewage) Certificate
6. International Convention for Prevention of Pollution (MARPOL) Annex 5 (Garbage) Statement of fact
7. International Convention for Prevention of Pollution (MARPOL) Annex 6 (Air Pollution) Certificate
8. Engine International Air Pollution Prevention Certificate for each generator engine
9. Marpol Annex 6 Engine Technical File for each generator engine
10. Tonnage Certificate
11. Documentation for issuance of Panama Canal Tonnage Certificate
12. Panama Declaration of Survey regarding Compliance with Panama Canal Regulations
13. Suez Canal Tonnage Certificate
14. International Anti Fouling Certificate
15. Polar Code Certificate
16. International Energy Efficiency Certificate
17. Marine Labour Convention Statement of Compliance
18. Ballast Water Management Convention Certificate
19. Inventory of Hazardous Materials Statement of Compliance (Hongkong Convention)
20. USPHS Statement of Compliance
21. Declaration regarding Compliance with US Coast Guard requirements cited in CH 022 Number 15.
22. Statements of fact for load test of cranes
23. US EPA Vessel General permit for non US Flag Vessels
24. Statement of fact (SOF) for compliance with Alaska passenger ship requirements
25. Stability Declaration
26. Register of Lifting Appliances and Items of Loose Gear

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MATERIALS AND WORKMANSHIP

Materials and Equipment

Standards as specified in Specification are stated for reference only. Equivalent or similar standards recognized by IACS will be used in general and as per Builder's standards.



Where specific materials are named in the Specification, and in the Builder's estimation these specific materials are unavailable and/or recognized as better and/or more appropriate, equivalent materials recognized by IACS can be proposed for the Buyer's approval, which shall not be unreasonably withheld or delayed.

With the exception of the Maker's List, trade names and names of specific manufacturers mentioned herein are intended to describe the desired quality, and it is not intended to exclude any other makes of similar quality or construction. The Builder may purchase its equivalent from other subcontractors, choice of which will be at Builders discretion, as long as their products are in compliance with the Specification and the requirements of the Classification Society and other Regulatory bodies concerned and mentioned in Specification.

Wherever in the Specification AISxxxx material is stated, AISxxxxL may be used as substitute in case that is technically reasonable.

All materials, machinery and equipment used for building the Vessel shall be new and of good marine class standard and spare parts and service shall be readily obtainable. The materials, machinery and equipment shall be well suited for their purpose, with references to service life, function and maintenance.

Materials, machinery and equipment used in wet rooms and on weather decks shall be selected on the basis of the environment in which they shall operate, in order to minimize maintenance and need for replacement. All materials, machinery and equipment shall be in compliance with Regulatory and Class requirements and all certificates attesting to compliance will be supplied to the Buyer.

Furthermore, all furnishings, doors, windows, outfit and joiner work shall have sufficient latches, catches, fiddles and securing against heavy weather conditions.

All materials shall be free from imperfections of manufacture and from defects which adversely affect appearance or serviceability. All sharp edges or projections which present a personnel hazard shall be removed.

The underwater area of the hull shall be adequately protected during the outfitting period.

PLANNING, REPORTS, DRAWINGS AND MEETINGS DURING CONSTRUCTION

1. Design and Construction Schedule

- (a) Thirty (30) days after the Contract Date, the Builder shall put forward a proposed detailed Design and Construction Milestone Schedule including, but not limited to a schedule for testing and trials and proposed Milestones. The Buyer shall make its comments, including Buyer furnished information and Buyer furnished equipment proposed delivery dates, on the schedule as soon as possible and at the latest within fourteen (14) days after receipt of the proposed schedule from Builder. The final approved Design and Construction Milestone Schedule with agreed Milestone dates shall be issued by the Builder in writing not later



than sixty (60) days after the Contract Date. The Construction Milestone Schedule shall be continually updated with detailed production and construction schedules as available.

- (b) The Design and Construction Milestone Schedule, based on and incorporating the Delivery Date and other agreed Milestone dates, shall show the order in which Builder shall perform the work, and any other information concerning Builder's scheduling as Buyer may reasonably request, including the issuance of Drawings to Class. The Design and Construction Milestone Schedule shall be used as the basis for progress reporting, schedule controlling and schedule forecasting. Builder shall regularly prepare and deliver prior to the 1st Tuesday of each month, schedule forecasts that (i) report the work progress, (ii) predict the actual Vessel completion date and any separable portions thereof specified by the Buyer, (iii) predict the occurrence of any Milestone Date(s), and (iv) report the effect of modifications or changes (as defined in Contract Article XI).
- (c) On or before the first Tuesday of each calendar month, commencing two (2) months after the Effective Date, Builder shall electronically submit to Buyer a month-by-month list of each and every modification or adjustment to Contract Price and Delivery Date as defined in Contract Article XI in the form of an Excel spreadsheet. The file shall also indicate the net impact on Contract Price and Delivery Date that have been agreed by the parties.

2. Meetings and Progress Reports

- (a) Builder shall conduct regularly scheduled weekly meetings with Buyer's representative to discuss the status of the Vessel and propose methods for resolving difficulties and other topics pertinent to the Vessel. Builder shall issue minutes promptly after each meeting to the Buyer's Representative. Builder shall issue agenda for the said meeting and the current status of the work.
- (b) Builder shall prepare minutes of meetings between Buyer and Builder. The minutes of meetings shall normally be issued within two (2) Working Days after each meeting to the Buyer's Representative for his confirmation that the minutes accurately reflect the meetings, but in any event, normally or otherwise, not later than three (3) Working Days following the meeting.
- (c) Builder shall issue updated monthly progress reports to the Buyer's Representative in a form acceptable to the Buyer's Representative, including the updated master schedule showing critical path and block schedule prior to the meeting to be held on the first Tuesday of each month.

3. Effect of Schedules and Reports

Neither the submission, updating, change, or revision of Builder's Design and Construction Schedule, nor the submission, updating, change or revision of any other report or schedule, nor Buyer's review of any such report or schedule, shall have the effect of amending or modifying, in any way, the Delivery Date, or of modifying or limiting, in any way, the Builder's obligations under the Contract.

4. As Built Drawings; Classification Society Drawings



Prior to Builder's delivery and Buyer's acceptance of the Vessel, Builder shall supply Buyer with one complete electronic set in .pdf format of documents which are subject of Class and Buyer's approval, technical manuals, instruction books, and specifications which document the Vessel construction, including, but not limited to any vendors' or manufacturer's manuals or instructions (collectively defined as " Delivery Documentations") and, within sixty (60) calendar days after delivery of the Vessel, an electronic file including one (1) complete set of the Builder's classification drawn plans and drawings as final "As Built Drawings" all of which shall become and remain the property of Buyer as defined in the Contract.

During the Vessel's construction, Builder shall modify and update, as necessary or as required by Buyer, drawings which have been affected by construction changes or modifications.

032 SUPPLIERS

Reference is made to the Shipbuilding Contract.

033 WEIGHT & TRIM

It is the responsibility of the Builder to configure the arrangement and locate the equipment to ensure an even longitudinal and transverse floatation of the ship, for all relevant loading conditions.

The requirement for even floatation necessitates a stringent focus on weight and center of gravity control. It is also recommended that low weight shall be an important criterion in the selection of equipment and suppliers.

034 BUYER FURNISHED EQUIPMENT

A detailed breakdown of the Buyer furnished equipment can be found in Appendix 1 to this Specification.

035 DIMENSIONS AND UNITS

Unless otherwise specified, all dimensions and units in this Specification are in the SI system.



1 SHIP GENERAL

101 DOCUMENTATION

The Builder shall notify the Regulatory bodies about the building and make sure that all required documentation is prepared and submitted for approval.

The Builder shall present a preliminary documentation list with planned delivery dates to the Buyer in the Contract negotiations, to identify the scope of documentation for Buyer approval. The final documentation list shall be presented to the Buyer within eight (8) weeks after Contract signing.

The Builder shall work out an as-built drawing list in due time prior to delivery of the Vessel. All documentation shall be marked in accordance with the SFI structure. "As built" documentation shall be delivered to Buyer in electronic format.

102 VERIFICATION OF PERFORMANCE AND FUNCTIONALITIES

Powering and seakeeping

The resistance of the Vessel shall be verified by means of model tests.

The following tests shall be carried out:

- Calm water performance tests:
 - Open water test (1 pitch ratio)
 - Resistance tests (2 loading conditions, (i) to represent Fully Loaded Ship. (ii) to represent Trial Loading Condition, 7 speeds)
 - Propulsion tests (2 loading conditions, (i) to represent Fully Loaded Ship. (ii) to represent Trial Loading Condition, 7 speeds)
 - 3D wake measurement (1 loading condition, 1 speed)
 - Streamline paint test (1 loading condition, 1 speed)

The tests shall verify that the Vessel will reach the contract speed of 16 knots.

Sea keeping performance shall be established by numerical analysis, and ensure that it has acceptable motions with regards to comfort and motion sickness.

Exhaust flow

Downstream smoke patterns from the exhaust outlet shall be verified by means of CFD or wind tunnel tests.

Helicopter operations

Turbulence wind test for helicopter operations shall be performed if required.

109 MAINTENANCE SYSTEM AND INSTRUCTION MATERIALS

Maintenance system

The Builder shall prepare a complete list in electronic format, compliant with SFI, of equipment and spare parts with description of components, serial number etc. and a list of suppliers, with



mail address, telefax, telephone and e-mail address. Input shall be delivered to Buyer as soon as the data for the ordered equipment becomes available.

The Builder shall also arrange for all instruction manuals to be delivered to the extent possible, on electronic format, and shall be delivered as soon as possible following the receipt of the equipment by the Builder.

Instruction manuals

Three (3) sets of complete instruction manuals, data sheets and parts list in English for all the machinery and equipment shall be delivered by the Builder with the Vessel.

Operation manuals required by Class shall be delivered by the Builder.

Ship manuals

The Builder shall deliver the ship related documentation for preparation of the ship manuals.

Ship documentation/certificates

The Builder shall deliver one (1) original hard copy and one (1) copy of documentation according to the authority's standard including certificates related to the operation of the Vessel that requires renewal and/or signature.

All certificates shall, as far as possible, have equal date of issue. Certificates which expire shall be validated at the earliest one (1) month before delivery of the Vessel.

Equipment certificates

The Builder shall deliver one (1) hard copy and one (1) electronic set of all certificates and type approvals applying to machinery and equipment, where this is required by Class and Regulatory bodies. Index must be according to the SFI system.

Lubricating chart

The Buyer's supplier of lubricants will work out a complete lubricating chart. Information about the installed components shall be submitted at the latest one (1) month before first filling of the equipment.

127 SHIP MODELS

Two (2) off ship models at a scale of 1:100 shall be provided to the Buyer.

140 DOCKING

Shortly before sea trials, the Vessel shall be inspected by divers and dry-docked if found necessary. Anodes shall be renewed if necessary.

150 TRIAL PROGRAM

Test of the evacuation system shall be performed according to Regulatory bodies requirements.

The complete communication installation shall be tested to ensure that there is no interference between the electronic systems.



All equipment shall be sufficiently protected from electrical/radio interference, according to applicable rules.

The following tests and demonstrations (not limited to) shall be carried out during Sea Trials:

- Speed trials and endurance
- Anchoring Test
- Rescue Boat Launching and Recovery Test
- Local Vibration Measurement
- Noise Level Measurement
- Main Engine Starting Test
- Maneuver Test
- DP Test
- Automation & PMS Test
- Blackout Test
- Dead Vessel Recovery Test
- Full power underway test of engine room ventilation, to include test of machinery space fire detection systems
- Fire Detection & Alarm System Test
- Alarm & Public Address System Level Test
- Navigation Equipment Test
- Zodiac Launch & Recovery Tests
- Shell Doors and platform Tests
- FW Makers Tests
- Compass Adjustment (if compass required by Authorities)

All tests required by Class and Flag State Authority shall be carried out by the Builder with Buyer's representatives present.

The Builder shall work out a test and trial program, which shall be submitted to the Buyer for approval at the latest eight (8) weeks before testing starts.

All and any consumption during tests and trials shall be covered by the Builder.

170 SPARE PARTS

Spare parts supplied shall meet the requirements of the Classification Society.

Spares in excess of Class requirements are Buyer's supply (see Appendix 1).



2 HULL

200 HULL GENERAL

201 HULL MATERIALS

The Vessel shall be built in steel, with a hull shape designed for low resistance and good seaworthiness. The hull shape shall be developed by use of CFD tools, and scaled model verifications in towing tank.

The frame numbering system refers to frame 0 in the aft perpendicular. Longitudinal frame spacing is 800 mm.

The main hull shall generally be constructed with longitudinal stiffening, and transverse web frames at regular intervals.

The priority shall be to obtain a low hull weight within the boundaries set by Rules and Regulations. Mild steel (yield stress of 235 MPa) shall in general be used. High tensile steel with yield stress of 355 MPa may be used where significantly beneficial for steel weight reduction.

All steel work shall be performed according to IACS standard.

All termination of stiffeners, brackets etc. shall be according to Rules and shall in general be double continuous. Cut-outs etc. shall not be less than 70 mm to secure acceptable access for welding and painting.

Necessary strengthening/stiffening shall be built into the hull and superstructure in order to comply with the noise and vibration standards, and to avoid harmful vibration.

In order to minimize hull resistance, the Builder shall have significant focus on:

- Hull flatness during the building process. External welds below waterline shall be as far as possible be carried out with automatic welder to achieve as high as possible flatness. Larger welding seams and roughness in welds shall be grinded.
- If there is a significant difference between plate thickness chamfer shall be provided in accordance with Class.
- Sea chests arranged with no obstructions outside the hull.
- Hull markings, anodes, bottom plugs, pipe outlets and bottom equipment shall be as smooth and flush with the hull as far as possible.

Scars in plates after removal of brackets and lifting points shall be welded and grinded.

All marks after welding shall be grinded. All brackets and lifting points shall be burned off minimum 1 mm above the plate, before it is grinded smooth.



203 SHOT BLASTING ETC.

All structural steel used shall be certified by Class and shall be shot blasted to Sa 2.5 prior to shop priming and further working according to painting specification.

The shop primer used shall be suitable for the selected paint system, ref. SFI 270.

204 TESTING OF TANKS, BULKHEADS ETC.

All watertight bulkheads and integrated tanks (if relevant) shall be tightness/pressure tested according to Rules and Regulations. The test shall be carried out after all local penetrations are fitted.

205 X-RAY AND ULTRASOUND CONTROL

X-ray and ultrasound control of welds shall be carried out according to Class and Flag State Authority requirements. An overview of points to be controlled shall be made available to the Buyer. Result from controls shall be reported to Buyer.

207 WELDING/STEEL STRUCTURE

All welding shall be according to Class requirements.

Butts shall be thoroughly adjusted prior to welding. Cuts in plates due to welding of fittings etc. shall be filled with weld and grinded. All alignment tabs shall be taken off by grinding and any "scaring" shall be repaired and ground smooth

All gutter bars shall be single continuously welded on the wet side.

212 EYE PLATES (PAD EYES)

Where eye plates (Pad Eyes) are welded directly to shell plating proper stiffeners shall be welded inside.

The stiffeners shall be in line with the eye plates. Eye plates shall be engineered and the SWL determined and weld marked on each eye plate. An eye plate registry will be generated by Builder showing location and SWL, test load and test date.

214 DECK WITH STIFFENING

Transverse frames shall be prepared with openings in webs for routing of pipes, cables and ventilation ducts. Openings shall not be located in way of high shear stressed areas.

The decks in the provision area of deck 02 shall be reinforced to take the loads of electric pallet jack.

All decks shall have no sheer.

216 STERN

The stern shall be of transom type, as shown on the GA.

The lower edge of the stern shall be reinforced against ice forces.

A ramp is located in the center of the stern, hinged at the lower end, and hydraulic cylinders tilt the ramp backwards to form a horizontal platform. This is for operation of the excursion boats. The ramp itself shall be of open grid structure, and is secured against a recessed area of the stern. Inboard of the ramp is a weathertight door.

Stern area shall be reserved for future installation of a top hinged hatch on the STB side of the transom, allowing for the deployment of the submarine.

223 INNER BOTTOM WITH STIFFENING

The Vessel shall be arranged with continuous tank top double bottom.

232 BOTTOM, KEEL AND BILGE PLATES WITH STIFFENING

Ice grade stiffening

The hull plating shall be reinforced for the ice load dimensioning, ref. Ch.021.

The increased plate thicknesses, alternative steel qualities, and inserted stiffeners between main frames and other structural members shall be according to Class.

Skeg

The Vessel shall be arranged with a skeg structure, which shall house the tunnel thruster integration. The skeg shall have sufficient strength and rigidity for docking.

The aft geometry of the skeg shall be streamlined aft, for providing low resistance.

237 BULKHEADS AND TANKS BELOW MAIN DECK

Watertight bulkheads shall be incorporated in compliance with the Rules and Regulations and the damaged stability results. The locations of watertight bulkheads are shown on the GA.

Ballast tanks are located as bottom tanks, and as side tanks according to the GA.

In way of the engine rooms, propulsion motor rooms, and technical stores rooms, side shell void compartments are implemented. The voids are not intended for any fluids filling, their objective being to provide a barrier for flooding of the important power generation and propulsion rooms. Cabling for the propulsion system shall be carried through some of these voids.

Emergency exits are arranged for compartments below Deck 02 in accordance with the Rules. All entrances and exits shall be arranged with sill heights according to the Rules and Regulations.

The Vessel shall be equipped with a range of tanks, shown on the GA, as follows:

- Bilge water tanks in the double bottom
- Drain tanks



- Grey water tanks in the double bottom
- Black water tanks in the double bottom
- Fuel tanks above double bottom
- Fresh water tanks above double bottom
- Tank for urea in the double bottom
- Tank for Heli fuel, surrounded by cofferdams
- Tank for petrol
- Minor tanks for lube oil, gear oil, hydr oil, sludge in the double bottom
- Service tanks for fuel in the engine rooms
- Anti-Heel tanks PS & SB

The petrol tank may be a non-structural tank, located in the same vicinity as the Heli fuel tank.

248 BULBOUS BOW

The Vessel shall be equipped with a bulbous bow, which form and dimensions are optimized by CFD and also in the model test program.

It shall be reinforced to take the ice loads, ref CH 021.

251 DECKHOUSES AND SUPERSTRUCTURE

The deckhouses shall be constructed as shown on the GA.

The main vertical loads from each of the upper decks shall be carried by a pillar arrangement.

Termination of vertical stiffeners on bulkheads towards deck below shall be prepared with gutter holes.

The wheelhouse is equipped with windows as shown on the GA. An enclosed bridge wing is located on each side. The bridge wings shall be equipped with doors leading to the exterior deck aft of the wheelhouse.

The wheelhouse front shall be equipped with a hatch, in order to provide access to the deck forward of the wheelhouse.

The wheelhouse shall have a raised floor above the steel deck.

252 MAST AND MINOR DECKHOUSES

The Vessel shall be equipped with a mast for navigational aids, communication antennae and navigation lights. The mast shall be a steel structure, optimized for the rigidity needed to ensure maximum operability of all sensors.

The deckhouse surrounding the exhaust ducts and the funnel shall be integrated, for housing the main ventilation units. The deckhouse structure shall be made with inlets and outlets, and access hatches.

On deck 08, two helicopter hangars and various ventilation rooms are located, to be made of steel.



261 HULL MARKING AND HULL APPENDICES

Hull marking

Name and home port shall be arranged of 5 mm thick steel plates with 600 mm high letters on the stern.

The ship's name in block letters shall be arranged on both sides of the bow, in letters 600 mm high.

Name boards 400 mm high made of highly polished hardwood or according to Buyer's advice, and with gilt letters 280 mm shall be fitted on each side of deck 8.

Identification letters and IMO number shall be marked according to the Flag State Authority requirements with numbers and letters in 5 mm plate welded to the surface.

All marks shall be made of 5 mm plate welded to the surface.

Draught marks for each 10 cm, shall be marked by numbers cut from a 5 mm plate. The lower edge of the numbers shall refer to the underside of the keel.

Plimsoll marks shall be produced of 5 mm plate, fully welded to the hull.

Integrated tanks that form a part of the hull shall be marked externally close to bottom plugs with weld beads. Manholes to tanks shall be marked by using weld beads, and preferably for sounding tubes, with tank number and code. Abbreviations may be used.

Marks made of weld beads with length not less than 200 mm to indicate tank boundaries. Marks shall be identified by white paint after bottom paint is applied.

Builder's plaque to be installed in a prominent location in the forward Dining Area on Deck 5.

The Buyer's insignia shall be painted on each side of the funnel and ship's sides as directed.

262 BOTTOM PLUGS, SEA CHESTS AND BILGE WELLS

Sea chests, bilge wells and sea chest valves shall be constructed for 5-year docking intervals.

Bottom plugs

On the shell of each bottom tank which can contain liquids, drain plugs of stainless steel shall be fitted. The plugs shall be threaded into flanges that are welded to the inside of the shell plates, so that the plug heads are protected. The tanks' number and content shall be marked next to the plug (ref. SFI 261).

Sea chests

A minimum of two (2) sea chests shall be arranged in each engine room in a high and low configuration.

A pneumatic line shall be provided for purging of sea chests.



Additionally, seawater inlets for fire main, reverse osmosis plant, HVAC cooling, sprinkler systems etc. shall be arranged in sea chests.

Sea chests shall be of welded steel construction and be fitted with hinged inlets strainer plates of galvanized steel which allows for access to replace impressed current anti fouling sacrificial anodes. Strainer plates for inlets shall be made of flat bars or alternatively as a plate suitably sized for the sea chest with cutouts, oriented transversely. Inlets shall be made flush with hull. Strainer grids or plate shall have a clear area in compliance with Class requirements. The strainer plates shall be fastened by stainless steel bolts mounted flush with the hull.

OPTION: Stainless Steel Strainers for sea chests.

Bilge wells

All compartments below main deck shall be arranged with bilge wells as required by Rules and Regulations.

Generally, efforts shall be made for drain holes or bilge wells arranged anywhere below main deck where water may gather in normal trim and list conditions.

263

FOUNDATIONS

Foundations shall be structurally incorporated in the main structure for the following equipment:

- Main engines generator sets
- Main reduction gearboxes
- Tunnel thrusters
- Provision cranes
- Excursion boat hangar crane
- MOB boat davit
- 4 off lifeboat davits
- Windlasses
- Main switchboards
- Electrical propulsion motors
- Transformers
- Main systems components
- Navigation and communication antennae
- Steering gear
- Embarkation gangways
- Stern tubes
- Strut bearings
- Anti roll fins
- Stern ramp

Special attention shall be made to avoid excessive vibrations for rotating equipment, in order to satisfy the COMFORT class requirements.

In all foundations sufficient openings for drainage shall be made in order to avoid accumulations of water or oil. Foundations for pumps, filters etc. where oil can leak, shall be equipped with drip tray with plugs or led to drain tank.



Foundation structure for main components shall be approved by Class and equipment supplier when required.

Note: Hull structure should be designed in order to support future installation of submarine handling system. Special precautions to the local structure and/or the deck may be necessary to secure the height constraints of the submarine.

264 FENDER

Ship sides shall be protected by fenders as shown on GA. The fender shall be continuous at the deck 02 level. Fenders shall be made from thick walled half pipe.

Steel deflectors shall be integrated in launching areas for lifeboats and MOB boat. Vertical deflectors shall be arranged in way of the Zodiac launching doors.

265 BULWARK AND DECK OUTFITTING

Bollards, chocks, rope reels, side doors and freeing ports etc. shall be located effectively relatively to each other and in-between structural main members.

Freeing ports shall be arranged according to Rules and Regulations.

All areas below decks where hatches are located shall be clear of piping and cabling. All service hatches shall be arranged with suitable laydown areas below.

All flush deck hatch coamings shall have drains. All hatches shall have durable seals.

The hatches shall in general be built in same steel quality and dimensions as surrounding deck with necessary strengthening in highly loaded areas (i.e. hinge structures).

Hatches to technical stores room and engine room

Dimensions shall be such that an 800 x 1200 mm pallet with equipment can be lowered down. Acceptable clearance between the lifted unit and hatch free opening during the lifting operation shall be accounted for. The hatch shall be located such that the hangar boat crane/winch system can be used for transporting engine parts from the technical room up, and outwards to the side openings of the hangar room.

The flush, bolted hatch shall be equipped with two (2) lifting eyes and one (1) lifting eye on deck to secure hatch in open position.

One (1) off flush hatch shall be located in the zodiac hangar, leading to the engine stores below.

One (1) off flush hatch shall be located in the provision landing area, leading to the forward engine room below.

The technical store hatch to deck structure interface consist of a grooved recess for the rubber seal. A gutter way for drainage shall be arranged, with drain pipe in all corners leading water over board. The hatches shall be tested for tightness.



Hatches shall in general have the same strength and stiffness as adjoining deck structure. Top surface shall be the same as the deck itself. Each corner shall be prepared with radius and its top surface shall be flush with the adjoining deck plates, to avoid any obstruction for vehicle tires.

Flush twist lock sockets shall be prepared for mounting of portable railings. One (1) set of demountable railing shall be delivered consisting of steel pipe stanchions and wire ropes or equivalent going through. Suitable storage for the railing shall be included.

The hatch from the tender area to the technical stores room shall be gas tight.

Other hatches and manholes

The following hatches/manholes shall be included:

- Manholes for all hull integrated tanks and double bottom voids.
- Manholes of flush type to fore and aft peak compartments.
- Mooring hatches in ship sides for mooring chocks.
- Manholes/hatches for access to hydraulic equipment.
- Manholes for access to ventilation & pipe trunks.
- Access hatches for ventilation fans.

Emergency escape hatches shall be able to open from both sides. Emergency escape hatches and manholes shall be arranged according to the Flag State Authority and Class requirements.

Doors and hatches used as emergency exits shall be marked accordingly.

266

ANCHOR RECESS

Two (2) anchor winches shall be arranged as shown on the GA.

Below each anchor winch, hawse pipes and anchor recesses shall be arranged in the ship's side as shown on GA. Anchor recess shall be shaped according to type of anchor.

Anchor recess shall be shaped such that anchor can be released and retrieved without guiding assistance. In stored position anchor shall be forced into a locked position such that vibration noise is avoided.

Hawse pipes shall be split in upper end and made sufficiently wide for anchor line to reel in without use of spooling device. In hawse pipe deck & hull penetration a steel rod ring shall be mounted.

An anchor chain wash system shall be provisioned in the hawse pipe in way of either a dedicated pump with ambient temperature sea water or spur of the fire main with all relative pipework and valves and instructions.

There shall be a provision for the anchors to be snubbed home in the full home position to stop them slamming in a seaway.

The tops of the hawse pipes shall be provided with close fitting portable dogged metal covers able to withstand green water impacts without deformation.



267 INTERNAL AND EXTERNAL DRAIN

Drains

Drain pipes shall be correctly dimensioned and positioned such that water accumulations do not occur on any parts of the deck. Drain pipes shall in general lead water overboard close to waterline. Drain pipes shall be located as far out towards ship side as possible, and shall be protected by grid or equivalent to prevent objects to fall down and clog the pipe.

The helicopter deck and zodiac deck, zodiac filling room and hangars shall be equipped with a dedicated drain system, leading directly to an underwater outlet in the hull.

For separating bulkheads in wet rooms and the separation between wet and dry rooms, a proper watertight floor base to be arranged.

Internal drains for decks above main deck shall terminate at main deck level.

Internal drains for passenger lounges shall be sized for water flow as a result of sprinkler system and two (2) off fire hydrants, and located for efficient drainage over board, if required by Regulations.

268 FUNNEL, CASINGS, DUCTS AND TRUNKS

Funnel/exhaust casing

The Vessel shall be arranged with two (2) casings, one (1) for each of the engine rooms, in compliance with Class notation.

The casings shall be equipped with decks/platforms for general access.

The casings shall merge at the uppermost deck, where the pipes enter through the funnel.

Cross section area of the ventilation ducts shall be according to ventilation calculations. Openings shall in general have an increased area, and shall be adapted to filter interfaces.

If required for maintenance and inspection access bolted hatches/manholes may be used. In general hatches/manholes of weathertight quality are required.

269 SHORE FACILITY INTERFACES

Bunkering station

A bunkering room is located on both sides at #43, at deck 03.

Each of the stations contains filling points for fuel oil and lubrication oil. It also contains discharge points for sewage and sludge and potable water fill station.

Bunkering of helifuel and gasoline is carried out in an enclosure on the aft mooring deck at #5.

270 PAINT, GENERAL

See Appendix 2.

271 ANTI FOULING SYSTEM IN SEA CHESTS

All sea chests shall be equipped with electro-chemical anti fouling system.



276 GALVANIZING

Hot galvanizing shall in general be carried out for steel members for:

- Steel pipes as specified (after prefabrication), see SFI 700.
- External stairs, platforms, ladders and railing.
- External grating and strainers.

Small damaged spots shall be repaired by cold galvanizing.

278 EXTERNAL CATHODIC PROTECTION

The Vessel's hull shall be equipped with cathodic protection including an impressed current anti-corrosion system.

Additionally sacrificial anodes according to supplier's recommendations shall be mounted on/close to:

- Propulsion units.
- Sea chests.

Anodes shall be streamlined, mounted close to hull and attached with threaded studs welded to brackets which are welded to the hull.

Prior to acceptance date a full cathodic survey shall be carried out and the results made available for the Buyer's approval.



3 EQUIPMENT FOR EXCURSION OPERATIONS

305 EXCURSION ARRANGEMENT

The excursion arrangement is characterized by:

- the passenger ready rooms
- the excursion staff ready room
- the embarkation openings at each side
- the stores rooms
- the main excursion boat hangar
- the submarine hangar (reserved for future installation of submarine)
- the access to the stern ramp and storage facilities
- the zodiac service room
- the gasoline filling room

The excursion hangar room, the service room, the zodiac stores room, and the gasoline filling room shall have EX standard (see SFI 566), and shall be consistent with the GA.

The rooms shall be ventilated, and the service room shall have its own ventilation.

The service room shall be heated, and equipped with pneumatic supply, electrical sockets and freshwater supply.

307 SHIP SIDE OPENINGS

The operation of the hatches shall be efficient, safe and require a minimum of maintenance. All unpainted materials of the hatch shall be resistant to corrosion.

Excursion hangar doors.

For launching of the excursion boats sideways, this shall be executed through a top hinged weathertight hatch in the side shell on both sides as shown in the GA. The excursion boats are of type Zodiac Mk.V.

The powering of the opening/closing shall be hydraulic or electric, and manual back up operation. The controls of the doors are local, with status indication on the bridge.

Excursion boat embarkation stations:

A port -and starboard side foldable electric or hydraulic operated tender platform shall be arranged at #30. This consists of a door in the side shell, and a stairway to fold down towards a level above the waterline. The lower edge of this stairway is equipped with fenders, and the stairway has handrails on both sides.

Excursion activities station aft.

A ramp is located in the center of the stern, hinged at the lower end, and hydraulic cylinders tilt the ramp backwards to form a horizontal platform. This is for operation of the excursion boats. The ramp itself shall be of open grid structure, and is parked against a recessed area of the stern.



Hydraulic cylinders used for controlling the aft ramps to be fabricated from corrosion resistant materials.

Performance

Zodiac Hangar Doors, boarding platforms shall have full functionality in up to ten degrees of roll or list and five degrees of pitch or trim.

Monitoring

Shell doors shall have proximity switches for status indication purposes in the Safety Console.

309 OPERATING SYSTEMS FOR EXCURSION EQUIPMENT

HANGAR SIDE DOORS

The two (2) side doors of the excursion boat hangar shall be equipped with hydraulic cylinders, resulting in an outward and upward motion when opening. The opening time shall be app.1 minute.

The cylinders shall be dimensioned for the governing loads, and be made of corrosion free materials for their intended use.

The hydraulic power shall be available from a hydroelectric power pack of sufficient capacity. The system shall have adequate redundancy of the main components, minimizing vulnerability. For this reason the hydraulic tank shall consist of two (2) individual chambers of oil, and two (2) electrically powered pumps. The tank and pump assembly shall be elastically mounted, and may be located in the rooms below the hangar room.

There shall be one (1) power pack serving both of the doors, and the capacity of the system shall enable simultaneous operation.

The hydraulic cylinders shall be equipped with hoses with clamped corrosion proof couplings, and on each cylinder port a failsafe valve shall be mounted, to prevent the cylinder inadvertently closing when the door is in open position, resulting from a leak of the hydraulic circuit.

The controls of the cylinder operation shall be mounted in a lockable cabinet mounted on the side plating in the vicinity of the door, with view of the door operation. It shall be possible to only control the door on each side from the respective cabinet on the same side.

The last sequence of the closing motion shall be at reduced rate, enabling a soft close.

An electrical operating system may be utilized providing equivalent efficiency, redundancy and safety.

Locking of the door in shut position shall be done either manually or powered, according to suppliers recommendation.

HANGAR CRANE/DAVIT

The davit/winch system of the excursion boat hangar shall be equipped with electrically and/or hydraulically operated components, for the lifting and transverse motion.



The equipment shall be dimensioned for the governing loads, and be made of corrosion free materials for their intended use.

The powering and controls shall have low vulnerability, and may be equipped with redundant components, as necessary.

The operating controls shall be done by remotely controlled portable units, one (1) for each crane, or alternatively two (2) units which can control both of the cranes.

A fixed control unit for each crane shall also be supplied, located close to the hangar doors.

No single failure shall affect the operation of both cranes.

If one of the cranes should fail, it shall be able to free this crane from its path, and the other crane shall be able to handle all of the zodiacs through at least a single side door.

AFT PLATFORM

The aft platform shall be equipped with hydraulic cylinders, resulting in a downward motion when opening. The opening time shall be app. 1 minute.

The cylinders shall be dimensioned for the governing loads, but no weights shall be on the platform for the closing scenario. Components to be made of corrosion free materials for their intended use.

The hydraulic power shall be available from a hydroelectric power pack of sufficient capacity. The system shall have adequate redundancy of the main components, minimizing vulnerability. For this reason the hydraulic tank shall consist of two (2) individual chambers of oil, and two (2) electrically powered pumps. The tank and pump assembly shall be elastically mounted, and may be located in the rooms below near the ramp.

Control shall be provided locally in lockable cabinets.

EXCURSION EMBARKATION DOORS

The doors shall be electrically or hydraulically powered.

Locking of the door in shut position shall be done either manually or powered, according to supplier's recommendation.

334

CRANES

The following cranes for the excursion arrangement shall be arranged on board:

Zodiac cranes

On Deck 02 a transversely mounted crane shall be arranged covering the full width of the hangar room, and shall be extendable out over the Vessels sides.

The transverse beam of the crane is fixed to the under deck structure of deck 03, and shall extend sufficiently over the sides through the hangar opening for deployment of zodiacs.



The gantry shall be equipped with two (2) winches, for a simultaneous deployment of the boats on both sides. It shall also be possible for either of the cranes to be parked in such a way so as to allow the other crane to maintain operability for deployment of all the boats.

The crane shall be electro hydro type. The SWL shall be min 1500 kg.

The cable, bridle and on release hook load shall be certified.

Zodiac handling cranes shall have full functionality in up to ten degrees of roll or list and five degrees of pitch or trim.



4 SHIP EQUIPMENT

400 MANEUVERING SYSTEM

The Vessel shall be equipped with two (2) off hydraulically powered efficient rudder systems. Dismantling of rudder shall be possible in dry dock with Vessel supported on normal height blocks.

The rudder stock shall be made of forged steel, with steel blade and trunk, and bronze radial bearings. Thordon or equivalent bearings to be considered.

Hydro dynamically shaped head boxes shall be implemented for smooth transition between rudder and hull.

Electrohydraulic powered rotary vane type or RAM type steering gear shall be arranged in each of the two (2) steering gear rooms. It shall be possible to execute emergency maneuvering in the steering gear rooms, and the provision of communication to wheelhouse.

Each of the steering systems shall be located in separate rooms in compliance with SRtP. Gyro repeaters shall be fitted in each steering gear room.

Soft patch to be predicted on PS & STBD side as per GA.

Each of the rudders shall be able to operate independently, and the two (2) systems shall each have rudder angle indicators.

The rudder angle shall be $\pm 35^\circ$ in accordance with Class rules.

Rudder spare seals are Buyer's supply (see Appendix 1).

404 SIDE THRUSTERS

The Vessel shall be equipped with one (1) off stern tunnel thruster of 1000kW and two (2) off bow thrusters of 800kW.

Optimization of hull integration shall be carried out by CFD and model tests.

Manual and independent thruster controls shall be on main console in the bridge and on each bridge wing.

Thruster propellers shall be fixed pitch, powered by variable speed electric motors.

405 ROLL REDUCTION SYSTEM

The Vessel shall be outfitted with an effective anti-roll fin system, consisting of two (2) bilge-integrated foldable fins.

The working area of the fins and their geometry shall be designed for giving efficient roll reduction at rest, 8 knots and at 16 knots.



The fin installation shall be complete with all required hydraulic power and control systems.

For anti-heeling system, reference is made to SFI 801.

Bilge keels shall be fitted to the hull.

Stabilizer spare seals are Buyer's supply (see Appendix 1).

408

DYNAMIC POSITION SYSTEM

The Vessel shall be equipped with a single dynamic positioning system designed for all DP applications with the full range of functionality. It shall be configured for high flexibility and ease of upgrades. The system shall be designed to satisfy DYNPOS (AUTS), but no Class notation is required.

Joystick Mode

Manual positioning using the three-axis joystick (combined joystick and rotate controller).

- Joystick Thrust Selection (Reduced, Full)
- Wind Force Compensation
- Rotation Point for Joystick Maneuvering

Auto Heading Mode

Accurate control of selected vessel heading.

- Present Heading
- Change Heading (Incremental, using Heading Wheel)
- Set ROT
- Predefined Controller Gain Selection
- Heading Warning and Alarm

Station Keeping Mode

Station keeping with control of selected vessel heading and position. The functions available for heading control are described under the Auto Heading Mode.

- Present Position
- Position Warning and Alarm

SYSTEM FUNCTIONS

Sensor System Data Processing

When a sensor group consists of two (2) sensors (enabled), a difference test shall be performed.

Thruster Allocation / Control

Joystick and Station-Keeping Operations

- Fixed Tunnel Thruster modes
- Rudder Control

Human-Machine Interface (HMI)

The HMI consists of the Operator Panel with built-in high resolution color display.

Dedicated push buttons with indicator lights for activation of main modes and functions important to the operation assessment.



3-axis joystick, heading wheel as well as numeric input buttons and alarm indicators are incorporated. The operator panel has a built-in color display for data input and overall status presentation.

Alarm System

- System Diagnostics
- Operational Checks
- Audible and Visual Indications
- Four Categories of Messages (Priority)
- Alarm Display (Message Line and Alarm view)

The system shall consist of a controller unit and an operator station with joystick in the center, and a DP compact operator station with joystick in each of the bridge wings.

The controller unit contains a control computer and I/O units to provide an interface to position-reference systems, sensors and various types of propellers, thrusters and rudders.

A high-resolution color flat-screen, approved for maritime operations, provides the main graphic display for presentation of data.

Interfaces to this system are:

- DGPS
- Gyrocompass
- Wind data
- Thrusters
- Rudders
- Shipboard Power Management System (PMS)
- Motion Reference Unit

410

NAVIGATION EQUIPMENT

The wheelhouse shall be arranged with a main center console, and a wing console on each side. The center console shall be equipped with two (2) captain seats. The Vessel shall also be equipped with a safe return to port console.

The Vessel shall be equipped with navigational control systems for worldwide operation, including operation in Antarctic and Arctic waters, in compliance with Class and Code requirements.

The wheelhouse shall also have the following control functions:

- Window wiper and washer control of nine (9) windows in the wheelhouse (SFI 516).
- Heated windows in the wheelhouse
- Light dimming device for all equipment required by Rules.

Navigational equipment scope and arrangement shall be in compliance with the requirements of DNVGL NAUT-AW notation, but not formally approved for this notation.

Furthermore, the bridge equipment shall comply with the requirements for the ship type and operation, and in full compliance with Rules and Regulations.

ECDIS



- Display of ENC official ECDIS charts
- Compatible with Navtor, C-Map and ARCS
- Graphical and numeric route planning and validation
- Grounding Avoidance System / Route monitoring
- Mariners notes
- Four (4) parallel index lines
- EBL/VRM
- Static distance measure
- Radar overlay
- ARPA target display
- AIS target display
- Navtex message display
- Slave monitor in the Panorama Lounge

Weather service

- Display weather data overlaid chart
- Display weather time series
- Display weather along planned route
- Define and display weather alarm zones
- Ice charts
- Cyclone tracking

Docking display

- Own ship speed vectors
- Position prediction
- Wind vector
- Dynamic distance measure from bow and stern to fixed positions
- Instrument panel with:
- Propulsion, rudder and thrusters feedback
- Heading and rate of turn
- Along ship and athwart ship speed forward and aft

CONNING

- Provides simultaneously monitoring of:
- Propulsion, rudders and thrusters
- Navigation sensors
- Steering mode
- Sailing route
- Configurable to ship specific propulsion and thrusters
- User defined variables can be displayed

Independent off-course alarm

Monitoring a set course towards magnetic heading.

Central alert management

Presenting filtered alarms, warnings and cautions from all connected sensors/equipment.

Bridge navigational watch alarm system



- Timer settings password protected
- Backup navigator selection
- Timer reset by pushbuttons, motion sensors or use of operator stations

Autopilot heading control

- Course mode (weather compensated)
- Heading mode
- Pre-set turn functionality (curved headline)

Autopilot track-control

- Automatic track steering along a validated route
- Route monitoring at all operator stations

411 RADAR EQUIPMENT

The following components and systems shall be implemented:

- One (1) off X-band gyro stabilized radar, ARPA function, with antenna app. 2.4m, with gearbox and performance monitor, transceiver app. 25kW, one (1) workstation with LCD monitor and control unit, performance monitor.
- One (1) off S-band gyro stabilized radar, ARPA function, with gearbox and performance monitor, one (1) off transceiver app. 30kW and workstation with LCD monitor and control unit, app. 3,6m radar antenna, performance monitor, scanner control unit, soft start.
- One (1) off dedicated ICE radar equipped with enhanced ice detection capability.

Antennas shall be placed on dedicated foundation/posts and in the main mast, and shall have fully acceptable free sectors. Radar blind spots shall be calculated and displayed.

Radars shall be controlled by interswitch.

In addition, a slave monitor of the radar image shall be installed in the SRtP console in the panorama lounge.

412 SONAR

There shall be either two (2) independent echo sounding devices or one (1) echo sounding devices with two (2) separate independent transducers.

There shall be one (1) forward looking sonar. A lead line shall be provided. The equipment shall allow for easy maintenance in accordance with Polar Code requirements.

413 GYRO, AUTOPILOT AND COMPASS

The Vessel shall be equipped with the Flag & Class required navigational control systems for worldwide operation, including operation in Antarctic and Arctic waters.
This includes two (2) independent gyro systems and one satellite compass system.

Gyro repeaters shall be located on the bridge wings and on deck 08.



A magnetic compass per ISO 25862: 2009 shall be provided, if required by Flag state, fitted and adjusted with a certificate of adjustment provided.

Two (2) azimuth rings shall be provided.

Auto pilot shall be provided.

414 SPEED LOG

A Doppler log system for speed measurement shall be implemented, where speed output data shall be provided as input to the integrated navigation system, fin stabilizers and wind speed measurement system.

It shall be possible to replace transducer unit without dry-docking.

415 CLINOMETERS, TRIM AND LOAD INDICATORS

Shall be included in the wheelhouse and engine control room.

416 CCTV SYSTEM

A common surveillance and general broadcast camera system shall be installed in compliance with ISPS regulations including:

- Monitors in the wheelhouse, and in ships office.
- The system shall be able to transmit camera image of exterior to all cabin flat screens.

Cameras shall be in color and high definition and shall have continuous recording capability. Cameras shall be installed at the following positions:

- Cameras on each ship side near the stern facing forwards, for launching of excursion boats
- Cameras near stern with aft view for the excursion platform area
- Cameras showing helicopter decks
- Cameras showing gangways port & starboard
- Cameras showing provision loading areas port & starboard
- View straight forward from wheelhouse, and aft (shall also be able for general broadcast to all cabins)
- Camera(s) at each evacuation station, for surveillance of the evacuation areas/inflatable rafts and chutes/slides
- Two (2) TPZ cameras in each engine room
- One (1) fixed position camera in each propulsion room
- One (1) camera in each steering gear room (if required by Rules)

All monitors shall be connected to one system with selection switches at each monitor and/or in navigation consoles.



417 CLOCKS AND NAUTICAL EQUIPMENT

The Vessel shall be equipped with the Flag & Class required nautical systems for worldwide operation, including operation in Antarctic and Arctic waters.

A chart table with storage drawers shall be provided and fitted, with night lighting.

A recording aneroid barometer shall be provided.

Wet and dry bulb thermometers shall be located in an outdoor location accessible to the wheelhouse.

Battery powered clocks shall be located in the wheelhouse and engine control room.

A sink and coffee service shall be provided in the wheelhouse.

419 INTEGRATED NAVIGATION SYSTEM

The Vessel navigation shall be carried out by use of an integrated navigation system, characterized by a minimum of five (5) off Operator stations in the following locations, with a minimum of these displays:

- Main consoles, equipped for dropped-in installation, with multiple wide screen displays, operator panel and type approved marine computer for :
 - ECDIS display
 - RADAR display
 - CONNING display
 - Autopilot heading control
 - Autopilot track control
 - Docking display
- Conning operator station for the main console, for drop-in installation, with multiple wide screen displays, operator panel and approved marine computer for:
 - CONNING display
 - Central alert management
 - Bridge navigational watch alarm system
- Two (2) off operator stations for bridge wings, equipped for dropped-in installation, with multiple widescreen displays, operator panel and type approved marine computer for :
 - Docking display
- One (1) off operator station for Safe return to Port position in the panorama lounge, equipped for dropped-in installation, with multiple widescreen displays, operator panel and type approved marine computer for:
 - ECDIS display
 - RADAR display



- One (1) off planning operator station on the port, aft side of the bridge, equipped for dropped-in installation, with multiple widescreen displays, operator panel and type approved marine computer for:
 - ECDIS display
 - Route planning

The system also shall consist of the system controller and interface unit, where all interfaces from the various sensors are connected, such as:

- Field interface for navigation sensors
 - Field interface for autopilot / track pilot
 - Field interface for bridge watch monitoring
- Dual redundant processor with automatic master / standby switch
- Sensor data processing and distribution
 - Autopilot execution
 - Central bridge alarm system
 - Bridge navigational watch alarm system
 - Alarm transfer
 - Dual LAN interface

The bridge navigation watch alarm system (BNWAS) consist of:

- One (1) off Bridge main alarm panel
- One (1) off buzzer in the wheelhouse
- Four (4) off timer reset buttons
- Eight (8) off alarm buzzers
- Three (3) off motion detectors

Integrated nav. System sensor interfaces:

- DGPS
- AIS
- Gyro
- Wind/meteorological center
- Doppler speed log
- Echo sounder
- NAVTEX
- Thruster interfaces
- Propulsion interfaces

420 COMMUNICATION EQUIPMENT

421 GMDSS AND SAFETY SYSTEM

A global maritime distress and safety system for sea areas A1+ A2+A3+A4 shall be implemented.
A ship security alert system (SSAS) based on the INMARSAT mini-C technology using the INMARSAT-C satellite network shall be implemented.

NAVTEX receiver (518 kHz)

One (1) set of NAVTEX receiver shall be provided in the wheelhouse.



ISPS EQUIPMENT

- Three (3) SSAS buttons
- One (1) LRAD (Long Range Acoustic Device)
- One (1) set of padlock system

422 LIFEBOAT RADIOS, EPIRBs

Two (2) sets of radar transponders shall be provided for the Vessel.
Six (6) sets of VHF.

Satellite E.P.I.R.B.

Two (2) sets of free-float type emergency position indicating radio beacon operating on 406 MHz shall be provided.

423 DATA TRANSMISSION PLANTS, COMMUNICATION

The Vessel shall be equipped with the following systems:

Voyage Data Recorder (VDR)

- One (1) VDR Main unit, battery for 2 hours uninterrupted recording
- 720h/30days recording period/backup
- Serial NMEA input modules
- One (1) VDR audio mixer unit with 8 mic. Channels, 2 full duplex VHF, LAN to main unit
- One (1) VDR storage unit, underwater locating beacon, Ethernet to main unit
- Four (4) Microphones
- One (1) VDR remote control unit
- One (1) Free float capsule storage unit

Two (2) Automatic Indication Systems (AIS), one in standby with changeover switch.

One (1) Long Range Identification and Tracking (LRIT).

One (1) Sound Reception System (SRS).

One (1) Loading computer online system. Onboard computer will be connected to electronic sensors for tank and draught readings.

One (1) Sea area 4 LRIT and IAATO tracking system. This may be networked to the Buyer's supplied IRIDIUM system.

Search and rescue (SAR) transmitters as required.

AIS equipment for each of the excursion boats is Buyer's supply (see Appendix 1)

Passenger check-in security system is Buyer's supply.

424 VHF, UHF AND AIRBAND

Two (2) DSC VHF radio shall be installed in wheelhouse.

Two (2) MF/HF radio stations shall be installed in the wheelhouse.

One (1) suitable fixed position air band radio to be installed in wheelhouse and a portable unit to be supplied as standby.



One (1) airband radio in each of the helicopter control rooms.

Portable VHF/UHF-radios for use in MOB-boat/Safety shall be delivered as per applicable requirements. Portable communication units shall be delivered with extra batteries on board. The devices shall be delivered with headsets and separate microphone to attach on the sleeve of crew jackets. The radios shall be as small as possible.

Chargers shall be delivered for all the devices.

Portable VHF/UHF transceivers for crew communication are Buyer's supply (see Appendix 1).

425 SOUND POWER SYSTEM/PA SYSTEM AND INTERCOM

An integrated communication system which shall take care of functions as command, intercom, public address shall be installed. This system is completely independent of the Buyer's supplied VOIP system.

Call points shall be placed according to Flag State Authority/Class requirements and at positions deemed a requirement by Buyer's team.

Speakers on deck shall be watertight and corrosion resistant.

The PA system shall be powered by UPS system.

426 PASSENGER ENTERTAINMENT AND COMMUNICATION SYSTEM

There shall be individual and local entertainment systems in lounges and public areas.

These shall be locally controlled but able to be injected into the video and advertising network. The Ethernet cable estimated below already will cover this system. Software and hardware shall be Buyer's supply (see Appendix 1).

Telephone system including VOIP system is Buyer's supply (see Appendix 1).

TV's (also including Crew/staff television system/televisions), TVRO and info screens and Brackets (fixed and swivel) are Buyer's supply (see Appendix 1).

Lecture area PA, displays, lighting control, Lecture area Cameras and signal distribution are Buyer's supply (see Appendix 1).

SATELLITE COMMUNICATION SYSTEMS (Buyer's supply)

Satellite V-SAT system

One (1) complete C band V-SAT system shall be provided by Buyer (see Appendix 1) and installed by the Builder in designated place.

Two (2) complete GX Vsat system shall be supplied by Buyer and installed by Builder.



Two (2) off Fleet broad band 500 series systems shall be supplied by Buyer (see Appendix 1) and installed by the Builder.

Two (2) off Iridium systems shall be supplied by the Buyer (see Appendix 1) and installed by the Builder.

The onboard network hardware will be provided by Buyer including toners, computers, laptops and printers (see Appendix 1). However for the purpose of estimating initial costs the following should be taken into consideration:

The network will consist of a dual backbone 4 core fiber from the main electronics room on the wheel house deck port side.

This room will be fitted with 4 x 48 U commercial style racks (Buyer's supply, Builder to install, see Appendix 1) placed so that access is available to both sides and rear. The room will be required to be air-conditioned to a level of 30kW (calculated as an estimate and to be determined exactly at a later date) and suitable noise suppression fitted to the bulkheads. As this compartment forms part of an A 60 Fire division it will be required to be consistent. The room will require a 200Amp power supply and a Buyer's supplied UPS.

The dual backbone will run one (1) each side of the ship from server room to independent deck level switch cabinets. This separation of the fiber will offer resilience to the network in case of fire or incident in any one area. Each deck will hold a switch and patch panel cabinet and each loop of the dual fiber will feed the cabinet.

By utilizing two switches and patch panels an enhanced resilience for each deck is secured. These compartments will require no additional air conditioning but will require a power conditioned and UPS 30 A supply.

From each of the switch cabinets on each deck there will be independent runs of either cat6E shielded or any newer technology if available at time. There will be three (3) dedicated LAN's. One (1) for data, one (1) for voice and one (1) for video (both TV and advertising)

Both Cat 6E and fiber will be required to be low smoke no halogen rated and will carry an IACS type approval.

For estimation purpose the Builder shall include the following:

- 2000 Meters of 4 core fiber
- 22000 Meters of cat6E (for 1500 LAN Buyer-supplied outlets)
- 6000 Meters of 150mm cable tray dedicated to data cables
- 4000 meters of 100mm Cable tray dedicated to data cables
- 2000 Meters of 50mm Cable tray dedicated to data cables
- 80 dedicated 150mm fire and water proof penetrations

Buyer's team will deliver (see Appendix 1) and take responsibility for:

- Terminations
- Server hardware (email, management, firewall, entertainment, active directory)
- Patch panels



- Power conditioners
- UPS
- Network switches
- Network management

Builder to supply data cable, cable trays and Class approved glands and penetrations as per cable tray drawing and data cable drawing pulls and cables to be fixed in cable ways as per Rules and Regulations.

Fidelio Hotel/Restaurant/POS system software and hardware are Buyer's supply (see Appendix 1)

427 LIGHT & SIGNALS

The extent of lights and signals shall be in full compliance with Regulations.

Navigation lights

The lights are to have a designated control switch for each navigation light, and the visual and audible alarm shall be provided for the indication in case of the failure of the navigation light, including the Polar Code requirement for a flashing red light astern.

The navigation light indicator panel shall be supplied from two (2) separate feeders from the AC 230V-supply system. Lanterns shall be made of seawater resistant material, IP56 standard LED bulbs, and of rugged construction.

Suez Canal signal light

- One (1) Set of signal light of X-mas tree type on radar mast
- Four (4) white lights
- Four (4) red lights
- One (1) green light
- One (1) red light at stern

Control of signal light

The lights shall be remotely controlled (power on/off) from wheelhouse.

Signal lamps

A Morse lamp (ALDIS) shall be arranged if required by Rules and Regulations.

Fog horn

Two (2) fog horns shall be installed. One shall be on top of the wheelhouse, and one (1) shall be on the funnel.

The horns shall include electrical heat controlled by thermostat, equipped with automatic sequencing, and shall be operated from the main navigational console.

SEARCH AND FLOODLIGHTS

Area	No. of units	Type of Equipment
Bow	2	Floodlights, LED type, minimum 18000 lm
Bow	2	Floodlights along cameras, LED type, minimum 4500 lm
Evacuation station, PS and STB for lifeboats and life-rafts	2	Floodlight, LED type minimum 4500 lm at each side at camera position, including over the side floodlighting
Wheelhouse roof	2	Searchlights, 1000W, remote controlled from navigation consoles, with means to prevent shining the light into accommodation areas
Excursion boat station platform	2	Floodlights, LED type, minimum 4500 lm
Excursion boat launching, PS and STB	2	Floodlights, LED type, minimum 4500 lm
Excursion boat embarkation station, PS and STB	2	Floodlights, LED type, minimum 4500 lm
MOB boat station	1	Floodlight, LED type, minimum 4500 lm

Ship's bell

A 250mm ship's bell in bronze with engraved name and delivery year shall be arranged in accordance with Builder's standard.

Flags

Nationality flag, a complete set of signal, flags and one (1) name pennant shall be delivered. Otherwise, flags as required by the Authorities.

The flags shall be placed in separate cabinet in the wheelhouse.

430

ANCHOR ARRANGEMENT

All equipment shall be in compliance with the Class rules, and the Class equipment number is estimated to:

EN = 1691, letter E

Anchors shall be of the same size, and chains of the same length.

Chain shots shall be marked conventionally with paint and wire wraps.

Shots shall be joined by kenter type or equivalent joining shackles. Six (6) spare shackles to be provided.

All anchor and mooring equipment shall be dimensioned in compliance with the Class equipment number.



Each of the 2 anchors shall be stored in a recess on each side (ref. SFI 266).

A spare anchor shall be provided and secured on the forecastle deck in a vertical position against a bulkhead.

Chain stopper pawls with devil's claw or scissors clamps shall be provided for securing the anchor in a seaway. Hawse pipes shall be fitted with a wash down system.

Two (2) electrically powered combined windlasses/mooring winches shall be located on dedicated foundations. Each of the two (2) anchor winches shall be equipped with a mooring drum on each side, and a warping head on the side of each mooring drum.

435 FIXED MOORING EQUIPMENT

On the bow and the stern there shall be at a minimum the ability to make fast with:

- Three (3) head and stern lines
- Two (2) breast lines
- Two (2) spring lines

Two (2) off electrically powered winches of 10 ton pull shall be located on the aft mooring deck on Deck 03.

In the forward mooring deck on deck04 the windlasses are equipped with mooring drums.

The fixed mooring arrangement shall consist of minimum fourteen (14) mooring bollards according to mooring arrangement.

The mooring station shall be equipped with roller fairleads and deck mounted fairleads, as shown on GA.

Mooring bollards shall be located on the lifeboat deck for Panama Canal use.

Mooring lines shall be stored on rope reels mounted close to mooring positions.

436 LOOSE MOORING EQUIPMENT

Loose mooring equipment & towing equipment is Buyer's supply (see Appendix 1).

437 TOWING EQUIPMENT

The Vessel shall be arranged and equipped for being towed, and for towing a vessel of the same displacement, in accordance with the Polar code.

The mooring arrangement shall be dimensioned for this.

440 WORKSHOP & TOOLS

The Vessel is arranged with several technical workshops/equipment storage and technical rooms.



The Engine room workshop, Deck 01

This room is located directly aft of the aft engine room. A watertight door in the transverse engine room bulkhead provides access.

The technical workshop is equipped with a work bench of steel with drawers, and cabinets of steel.

The engine room stores room is located next to the workshop. A hatch in the deck above ensures vertical access for engine parts from the excursion boat hangar.

Special tools shall be supplied according to the standard of the sub-suppliers to carry out routine maintenance on equipment and shall meet the requirements of the Classification Society.

Also including:

- A lathe, length of 1m, diameter 350mm
- A drill press
- A bench grinder
- One (1) portable welding transformer, with sufficient number of sockets
- One (1) welding transformer with capacity 300 A
- Hydraulic press, 1 ton
- One (1) wash basin of stainless steel with hot & cold water
- One (1) 6" engineers vice

Other miscellaneous tools including hand tools, loose burning and welding equipment and consumables are Buyer's supply (see Appendix 1).

Two (2) tool cabinets shall be installed at a suitable location.

A suitable number of cabinets and shelves shall be arranged in order to place spare parts and engine consumables.

Oxy-acetylene bottles storage racks and piping shall be provided to the engine room workshop. Oxygen, acetylene, nitrogen, CO2 gases/fridge gas/bottles are Buyer's supply (see Appendix 1).

Excursion equipment and outboard engine service shop, Deck 02.

An overhead hoist shall be able to transfer a zodiac with outboard engine from the excursion boat hangar into the service room for maintenance.

The service room shall be equipped with a work bench of steel with drawers, and cabinets of steel. It shall be equipped with:

- One (1) wash basin of stainless steel with hot & cold water
- One (1) outboard motor test tank with drain to dirty oil tank
- Freshwater supply
- Water discharge
- Electrical sockets

Electrical workshop, Deck 01

This room is combined with the electrical stores room.



Electrical Shop spares/tools are Buyer's supply (see Appendix 1)

443 PAINTING EQUIPMENT

A paint store is arranged on deck 03 aft on PS, equipped with shelves and forced ventilation.

Paint/coatings for inventory are Buyer's supply (see Appendix 1)

444 CLEANING EQUIPMENT

Water pressure cleaner

A regulated pressure cleaning system up to 7 bar shall be installed, being supplied by the H/C fresh water supply. Pipe shall be led to all deck levels, engine rooms, thruster rooms and excursion boat hangar.

It shall be equipped with quick release coupling outlets and closing valves.

Two (2) x 20 meter hoses with nozzle and soap ejector shall be provided.

Deck and Engine Dept. chemicals, cleaning materials and greases, deck scrubbers/cleaning machines are Buyer's supply (see Appendix 1).

445 WASTE HANDLING EQUIPMENT

Discharge and storage criteria for waste handling are regulated by the following applicable Regulations and guidelines:

1. IMO Polar Code
2. Marpol 73/78 Annex V (Garbage)
3. MEPC 62
4. ISO 21070 (Management and handling of ship generated garbage)
5. Canadian Arctic shipping regulations
6. Applicable annexes to the Protocol of Environmental protection to the Antarctic Treaty
7. The State of Alaska waste water discharge rules for cruise vessels
8. US Public Health requirements
9. International Association of Antarctic Travel Operators guidelines (IAATO)

The waste handling system shall comply with applicable Regulations regarding where the Vessel shall operate and in regards to the number of segregated components and storing capacity.

A waste calculation proving storage capacity in the garbage handling room, food waste storing tank (capacity for 316 persons 5 days) and the grease separator as well as for the proposed equipment shall be provided as a part of the delivery. A procedure for garbage sorting, volume reduction and increased waste recycling shall be available for incorporation into the Garbage Management Plan (Buyer's supply) required by IMO MARPOL 73/78, Annex V.



Waste collection stations with segregation and handling of different types of waste shall be strategically located throughout the Vessel. Waste shall be delivered to the garbage handling room on Deck 0 for compaction processing and storage.

The garbage handling room shall be refrigerated to 4 Centigrade and have a scupper with strainer connected to the black water tank.

The room shall have hot water available for easy cleaning.

The waste handling system shall be designed for continuous operation in heavy seas.

All electrical systems shall be compliant with the IEC 60092 standard.

The waste handling system shall in general be constructed in such a way that complete removal and/or reuse and recycling of materials and facilities are possible in a cost efficient and environmentally sound manner. Pollution prevention shall satisfy regulatory requirements and satisfy Buyer's HES directives.

Dry solid waste

Marine shredder

One (1) off marine electromechanical type shredder shall be installed to shred various waste types. The hopper of the shredder shall have a minimum capacity of 85 liters.

The waste shall be shredded into a flexible container, for further manual loading and compacting/volume reduction.

The shredder shall be designed for safe operation, be equipped with an overload control, and be of self-cleaning type.

Compactor

One (1) off marine type multi chamber compactor shall be installed in the garbage handling room for compaction/volume reduction.

The compactor shall be of electromechanical type, with a press of min. 5 tons force.

The compactor shall have function to stop in stay-and-hold position for safety in high seas.

The unit shall be equipped with indication of full chamber.

The volume of the bales/sacks shall be about 160 liters.

The fixed chamber(s) shall be designed both for compaction directly into a plastic sack and also have bailing capability.

The unit shall reduce volume of the non-compacted waste by a minimum of 80% for the following materials which are intended to be source segregated:

- Soft and hard plastic
- General waste/food contaminated waste
- Tins and cans (aluminum and steel)

Cardboard bailers



Two (2) off marine cardboard bailers of electromechanical type shall be provided for compacting card board. The finished compacted bale shall fit on a standard euro pallet.

Glass crusher

For glass waste a marine grade electromechanical glass crusher shall be supplied with crushed glass directed into suitable storage containers for storing in the waste room.

Storage lockers for hazardous waste

For hazardous waste such as oily rags, oil filters, etc., a dangerous waste locker and/or a storage rack for steel drums for storing hazardous waste shall be supplied.

The storage locker or the rack for steel drums shall conform to SOLAS regulations regarding storage of hazardous waste.

Incineration

In addition to compression and storage, an incinerator shall be installed.

The incinerator shall be dimensioned by the volume of dry and oily waste generated onboard.

Location shall be in suitably enclosed part of the garbage room, and will require connection for fuel oil, compressed air, fresh water and exhaust, and connection to the sludge tank.

Note: Gasifier may be considered as optional.

Poultry waste freezer

A freezer (capacity appr. 200litres) shall be provided in the garbage room for poultry waste. The freezer shall maintain the contents at a temp of -2C at all stages of capacity.

Food waste system

A downstream food waste system shall be provided connected to the food waste shredder and the local macerator(s) in the main galley on Deck 05. The same functionality shall be provided in the Crew galley on Deck 02 and the galley of the indoor/outdoor restaurant on Deck 07 through the use of lesser quantities of installed equipment of the same type and make.

A grease separator shall be connected to the galley grey water line prior to the grey water tank piping system.

Food waste shall be disposed into collection stations located in the scullery area/dirty zone in the galley(s) in form of four (4) local macerators and one (1) heavy duty food waste shredder. Also a connection of the potato peeler shall be arranged to the heavy duty food waste shredder. The output of the local macerators shall also be connected to the heavy duty food waste shredder.

The heavy duty food waste shredder (stand-alone unit or integrated in the scullery bench) shall be connected to a vacuum based food waste transport system, in order to reduce the water consumption and therefore storage capacity in the food waste tank. The system shall be designed for hygienic transportation of food waste fulfilling the Regulations stipulated by IMO MARPOL 73/78, Annex V, MEPC 62 and ISO 21070.

The shredder must be able to shred big bones, fish skins and all other types of food waste without any risk of clogging or blocking. Integrated hot water flushing with spraying nozzles shall be provided in the shredder.



The heavy duty food waste shredder shall be equipped with a remote operation box with full flush, half flush and stop button. The size of the feeding hopper shall have a batch capacity of a minimum 45 liters of food waste. The heavy duty food waste shredder shall utilize an automatic two stage process where shredding is followed by macerating, ensuring compliance with IMO Marpol 73/78, Annex V, MEPC 62 of below 25mm size of the shredded/macerated food.

Minimum power capacity of shredder shall be 3 kW with minimum shaft torque of 1700 Nm, minimum shredder area of 250 x 300 mm.

The shredder shall be of slow rotating type with maximum appr. 25 rpm for heavy duty shredding, in order to minimize noise level. The shredder and shredder housing shall be water tight and designed to withstand a minimum inner pressure of 2.5 bars.

The ground food waste shall be transported by wet vacuum in 50 mm piping, to a holding tank constructed of stainless steel AISI 316L, with a designed volume for 316 persons and five (5) days storage duration in accordance with ISO 21070.

The holding tank shall be equipped with water cleaning nozzle(s) and shall be designed to avoid sedimentation. The vacuum pump shall be reversible for transport both to and from the holding tank. There shall be 2 x 100% vacuum pumps, and one (1) separate discharge pump if combined function cannot be obtained.

The food waste tank shall be arranged for discharge overboard or to port via the bunker station. The ground food waste shall not be mixed with either grey water or black water.

The food waste transport system shall be designed for remote control and supervision with possibility of discharging holding tank, stopping any manual or auto discharges and monitoring of the level in the tank.

The food waste holding tank discharge control system shall be integrated to the ship's control system to allow for operation from bridge, or engine control room.

The food waste system shall have a GPS position based permissive discharge control system ensuring that food waste is discharged into the sea only when allowed according to IMO Marpol 73/78 Annex V, MEPC 62, ISO 21070, local Rules and Regulations. Further, the system may automatically empty the food waste tank prior to entering a no discharge area.

All discharge of the food waste tank shall be automatically logged electronically in the control system with the following parameters: Date and time, Discharge volume, and GPS position. The information shall be logged for two (2) years in compliance with the requirements for Garbage Record Book.

The food waste system design shall be approved by the Class society and to be in compliance with Rules and Regulations.

Grease separator for galley grey water

As a part of IMO Marpol 73/78, MEPC 62, cooking oil is not allowed to discharge into the sea. All galley grey water from the scuppers and sinks in the galley shall pass a stainless steel AISI 316L grease separator prior to discharge to grey water tank.



Outlet from food waste disposer or dishwasher shall not be routed to the grease separator.

The grease separator shall work by a combination of centrifugal and gravity separation and no heating, steaming, chemicals shall be needed for the separation process. The grease separator shall have separation efficiency of minimum 99%.

The separator shall be equipped with grease level alarm, mixer, hot water cleaning nozzle and ventilation.

A two-way manual valve shall be installed for routing the mixed grease to either the Vessels sludge tank or to bunker station. Accumulated grease/oil shall be removed without opening the grease separator, using a pump to the ships sludge tank and/or bunker station.

The grease separator shall have a holding time of minimum 40 days and shall be dimensioned according to the maximum number of passengers and crew.

446 OUTFITTING IN STORE ROOMS & WORKSHOPS

Shelves with securing edges shall be arranged in the deck stores.

~~Shelves of suitable type with securing edges shall also be arranged in the stores/utility rooms.~~

Storage boxes are Buyer's supply (see Appendix 1)

448 SIGNS & MARKING

All signs shall comply with Regulations and be in English.

In passenger areas the decorative and regulatory signage shall be specified in cooperation with the Architect.

All name plates shall in general be attached by adhesives.

All valves and other piping components shall be clearly marked by brass or synthetic marking.

Pipes in engine areas shall be marked with flow code coloring system, consisting of taped labels showing direction of flow (alternative to tape may be considered for hot non insulated pipes).

Practical size schematic drawings shall be framed, covered in plastic sheet and put at a suitable location in the engine areas.

All rescue and safety equipment and escape routes shall be marked by symbols and signs in English according to the Regulations.

~~White name plates with black letters shall be self-adhesive type for all electrical cabinets, instruments, switches, handles, lamps, alarm systems and main navigational console.~~

The electric installation shall be systematically labeled with English.



Labeling shall be robust and made on engraved signs. Cables shall be labeled according to Builder's standard. On distribution panels the distribution diagram shall be placed in a solid frame. Labeling shall have direct reference to drawings and documentation.

All cables shall be marked at both ends for identification. The marking shall be according to SFI format.

452 LIFTING EQUIPMENT IN ENGINE AREAS

Lifting points for equipment heavier than 50 kg shall be fitted in accordance with SFI212. The lifting arrangement shall be made in a way that heavy components may be transported or portable clamps to be used.

Beams and electrically powered winches shall be installed above each main engine.

Each of the lifting beams shall be dimensioned for a lifting capacity of 2 tons. All lifting equipment is to be marked with SWL c/w certificates and the beams to be led to hatches.

Above heavy engine equipment, lifting eyes with necessary reinforcement shall be fitted. All lifting eyes shall be marked with SWL.

All lifting beams, runners and chain tackle shall be approved by Class.

Come along and falls are Buyer's supply (see Appendix 1).



5 EQUIPMENT FOR CREW AND PASSENGERS

501 LIFEBOATS

In compliance with the Rules, the Vessel shall be outfitted with lifeboat capacity on each side of 50% of the total numbers of persons, meaning lifeboat capacity of 158 persons on each side.

The Vessel shall be equipped with four (4) off totally enclosed lifeboats of 80 persons, two (2) on each side, in dedicated davits, total capacity 320 persons.

The lifeboats shall be fully compliant with Polar Code requirements, with hull and canopy material shall be fire retardant GRP. Top color shall be SOLAS compliant and approved by Buyer.

The lifeboats are to be handled by dedicated davits hydraulically powered.

The powering of each davit and its winch shall be by an electrohydraulic power pack, with controls located in the immediate vicinity of the davit, but in a safe distance from its operating geometry.

The hydraulic components including its piping shall be of corrosion proof materials, and equipped with failsafe components.

The boat and launching arrangement shall be in accordance with the Class and Rule requirements. One (1) of the lifeboats on PS shall be certified as a MOB rescue boat with its respective davit system certified for this service in accordance with Flag and Class requirements.

Lifesaving equipment spares are Buyer's supply (see Appendix 1).

502 LIFE RAFTS WITH EQUIPMENT

The Vessel shall be equipped with one (1) off marine evacuation system with raft for 100 persons on each side.

Note: As optional, two (2) liferafts each with capacity of 20 persons to be provided both on PS & STBD with dedicated davits.

503 RESCUE, SAFETY AND EMERGENCY EQUIPMENT

MOB

The Vessel shall be equipped with a MOB boat of min. length 6m with davit launching system. The boat is arranged on deck 04 on STB side.

The MOB is handled by a dedicated A-Frame hydraulically powered davit. The powering of the davit and its winch shall be by an electrohydraulic power pack, with controls located in the immediate vicinity of the davit, but in a safe distance from its operating geometry.

The hydraulic components including its piping shall be of corrosion proof materials, and equipped with failsafe components.



The MOB boat shall be equipped with a painter system, for safe launching and operation with crew on board when Vessel is in forward motion. The boat shall be designed for 20 knots with three (3) persons and 15 knots with ten (10) persons. The drive system shall be of inboard diesel driven water jet type. The diesel engine shall have capability for starting prior to launching. The boat shall be equipped and certified as a rescue craft.

The boat shall be equipped with a trickle charger installed at the davit.

IMMERSION SUITS

A quantity of immersion rescue suits in compliance with Regulations if necessary according to Polar Code Operational Assessment shall be delivered and located in dedicated locker.

LIFE JACKETS

Life jackets with lights, click belts and crotch straps shall be delivered, labeled with the ship's name and home port.

A quantity of 332 lifejackets, all of the same type, for adults and 20 for infants shall be stored on board.

Life buoys with lines, smoke and lights shall be delivered.

Other rescue equipment such as additional life buoys, line throwing apparatus, flares and first aid kit shall be in compliance with Regulations. All equipment shall be of high quality, by recognized suppliers, and located in dialogue with Buyer.

Personal survival equipment and group survival equipment required by the Polar Code shall be provided by the Buyer (see Appendix 1).

505 MEDICAL EQUIPMENT

The ship shall have a medical facility capable of providing basic medical care and supplies, acc. to Rules and Flag.

Medical Interior, Medicines and Medical equipment shall be according to the Rules and Regulations of Class and Flag.

The floor in the hospital shall be arranged as "wet floor" with drains as required by Class/Regulatory bodies.

Hospital shall have independent ventilation per USPHS.

Loose medical equipment (except stretchers) and drugs are Buyer's supply (see Appendix 1).

506 FIRE EXTINGUISHERS AND FIREFIGHTING EQUIPMENT

The Vessel shall be equipped with portable fire extinguishers (powder, foam and CO₂) including CO₂ spare charges in compliance with Rules and Regulations.



Firemen and smoke diving equipment/outfits as required by Rules and Regulations shall be included and located in crew area. Additionally, emergency escape breathing devices shall be located throughout the Vessel according to Rules.

Firefighting equipment spares including spare portable fire extinguishers are Buyer's supply (see Appendix 1).

510 ACCOMMODATION IN GENERAL

Reference is made to Chapter 013 and Appendices 7 & 8 for description and layouts of the deck and room arrangements.

This chapter describes the interiors standard and materials of the arrangement.
The decorative and architectural design of all spaces shall be defined by the Buyer's Architect.

The material and color concepts shall be described by the Buyer's Architect and will be selected from the range of existing products.

Alternative material suggestions by the Builder or sub-contractor shall be taken into consideration, if they match quality and design requirements.

Materials, as specified in the final detailed architectural and interior design, may include, but not be limited to the following materials:

- Standard steel and aluminum panels
- Metals (stainless steel, brass, etc.)
- Ceramic and stoneware tiles
- Linoleum and vinyl floors
- High quality carpets (Colortec)
- Solid surface materials (Corian or similar)
- Painting
- Wood paneling (teak, mahogany, etc.)
- Glass & mirrors (also satinated, etched, patterned)
- Fabrics
- High quality wallpapers
- Vinyl wall coverings
- Complex joinery
- Panel ceilings and closed plasterboard ceilings

All materials shall be certified according to SOLAS standards (FTP code).

Minimum finished ceiling heights shall be:

Wheelhouse	:	2.2 m
Public areas and lounges, deck 05	:	2.2 m
Panorama lounge, deck 07	:	2.4 m
Spa, Lido restaurant deck 07	:	2.2 m
Corridors, public sanitary rooms	:	2.1 m
Suites, PAX cabins	:	2.2 m



Main Galley : 2.3 m
Pantry : 2.1 m
Minimum clear height in wet units in PAX cabins and suites: 2.05m

Note: Clear deck heights will be reduced to 2.1 m in following areas:
Deck 03 and Deck 04 from frame 6 to frame 30.
Deck 07 from frame 22 to frame 86.

Access to hidden pipes, cleaning hatches, service points and cables etc. shall be arranged where necessary, by means of inspection hatches and/or dismountable sections in bulkheads and ceiling.

511 INSULATION, PARTITIONS, CEILING AND BULKHEAD PANELS

Insulation

All external surfaces in accommodation shall be insulated mineral wool or equivalent of sufficient thickness. Additionally noise suppression and passive fire protection shall be in compliance with Rules and Regulations, and the governing COMFORT notation of this Specification.

The following areas shall satisfy the COMFORT V2/C2 notations:

- DECK 3, aft of #110
- DECK 4, in their entirety
- DECK 5, 6 and 7, in their entirety

All other areas shall satisfy the COMFORT V3/C3 notation.

It is recognized and acknowledged that full information needed to confirm the basis for the Vessel's noise and vibration predictions was not available to the Builder on the date of Contract signing. Therefore, in determining the Contract Price, the Builder assumed it would use materials and products that conform to the Specification, Designers plan 369005-DW-521-C-LMG-00001 Floating Floor Rev.X01 and otherwise satisfy the requirements of the Contract (in other words, meet the standard imposed by the Contract and, where applicable, are sourced from a maker on the Makers List).

If at any time prior to the Effective Date of the Contract, the Builder receives information from the Designer from which it is determined that the Builder cannot use materials or products it otherwise would have and could have used (in other words, such materials or products otherwise satisfy the requirements of this Contract and would have been available to the Builder in a timely manner), then the Builder may claim an adjustment to the Contract Price for the additional amount (if any) by which the materials or products the Builder must use exceed the cost of the materials or products the Builder otherwise would have and could have used. Any such claim for an adjustment to the Contract Price shall be accompanied by detailed supporting documentation (i) identifying the materials or products the Builder would have and could have used (the "Assumed Materials or Products"), including the price thereof, and showing that such Assumed Materials or Products would be available on a timely basis, consistent with the project schedule, (ii) demonstrating that the use of the Assumed Materials or Products would prevent the Builder from meeting the minimum noise and vibration requirements of the Contract, (iii) identifying the materials or products the Builder proposes to use instead (the "Substitute Materials or Products"), including the price thereof, and (iv) a proposed Change Order reflecting the proposed



adjustment to the Contract Price. In all cases, the Builder shall propose Substitute Materials or Products that minimize the resulting adjustment to the Contract Price.

Assuming the Buyer does not dispute the Builder's claim in any respect, the Buyer may either (i) accept the Builder's claim, in which case the parties shall execute the proposed Change Order, or (ii) direct the Builder to use the Assumed Materials or Products, in which case the Builder shall not be responsible for any adverse impact on the Vessel's noise and vibration levels resulting therefrom. At any time the Builder and Buyer may agree to amend the Specification and relax the requirements for noise and vibration in limited areas of the Vessel or under certain operating conditions. If the Buyer disputes the Builder's claim in any respect, the matter shall be referred to the Expert for resolution in accordance with Clause XVII.1.

The Builder's right to claim the adjustment of Contract Price in accordance with this paragraph shall expire upon the Effective Date of the Contract.

Exposed areas shall be insulated against high and low exterior temperature including heat from direct sunshine.

All insulation on steel bulkheads shall be secured in position by a special pin system, where the pins are tack welded to the bulkhead, the insulation material pressed against the panels and pins, and a mating "locking coin" pressed onto each pin.

Rooms that shall be insulated for fire/comfort and not covered with interior panels shall be covered by galvanized steel sheets where water spray, high temperature or other mechanical protection is required. Joints shall be sealed off by sealing compound to obtain a spray tight surface. For other technical spaces, ducts, lift machinery rooms / trunks, HVAC rooms, dry store rooms ceilings etc., covering of insulation for frost belt in room outside accommodation, a proper glass cloth protection of the insulation should be considered instead of galvanized steel sheet.

All machinery trunks shall be appropriately fire-rated and insulated for noise attenuation.

As a general rule fire insulation shall be fitted according to the Rules, and preferably on the non-stiffened side of internal bulkheads.

Ceilings and bulkhead paneling

Special focus must be given to secure a well noise suppressed accommodation.

The accommodation walls and ceiling shall be based on panel systems.

Top suites may partly have gypsum cardboard ceilings with revision hatches.

All accommodation shall be constructed in non-combustible materials.

The minimum thicknesses of bulkhead panels shall be as follows:

Facing external bulkheads :	25 mm + insulation
Internal bulkheads :	50 mm



Cabin dividing bulkheads and corridor bulkheads are made of wall elements consisting of a 50 mm Rockwool core (or similar) with plastic film coated galvanized steel plate on each side according to the manufacturer's standard (If prefabricated cabin modules are used, these thicknesses may be different).

The window walls, outer bulkheads and other bulkheads have linings of the same type, with thickness of 50 or 25 mm.

To limit noise transfer between adjoining rooms, a sufficient overlap of insulation material over the ceiling panels must be ensured.

Specific precautions shall be taken in respect to sound level results, in order to comply with the COMFORT notation.

Noise analysis shall be carried out in the design phase, and the noise insulation plan for deck covers, insulation, flexible fastening of equipment shall be carried out.

Special attention shall be given to sound insulation between engine room casings, trunks, elevators, galleys, cabin entrance doors, main lounge (wall, floors, ceilings), fitness room, restaurant, public areas above PAX cabins, pantries and accommodation areas.

Double lining shall be provided between hospital wards and passenger (or crew) corridors/ cabins.

Sound reduction

To be according to requirements in Comfort class and recommendation from the noise and vibration analysis.

512 INTERNAL DOORS IN ACCOMMODATION WITH LOCKS AND EQUIPMENT

All doors shall be of marine standards and quality, and shall be selected on basis of its required functionality, location and environment.

High traffic crew and public area doors shall be heavy duty construction with robust adjustable hinges with provision for greasing.

The doors' fire rating shall be in compliance with Regulations.

The doors leading from corridors into PAX cabins shall be equipped with peepholes, security latches and time sensitive keys, as required by Regulations.

A regular height door shall have three (3) hinges.

All interior doors requiring a ventilation grille shall have noise suppression ventilation grille.

Doors on open decks shall be equipped with stoppers made in seawater resistant material. Holders may be installed on some doors in crew accommodation.

Hinged fire doors shall be equipped with self-closing device.

Magnet release door switches shall be installed in accordance with Authority's requirements.



Door closers with effective damping device shall be incorporated to avoid slamming of doors.

A proportion of the cabins shall have doors leading to the adjacent cabin, as shown on GA.

Passengers' cabins shall have a centralized dedicated electronic lock system.

Crew cabins, restricted access areas, store rooms shall have a centralized dedicated electronic lock system.

This system including electronic door locks is Buyer's supply (see Appendix 1).

Cabin locks shall be fitted with deadlocks operable from inside the cabin, but capable of being overridden by mechanical master key and by card keys selectively programmed by the ship's staff.

In crew and staff rooms, the doors for cupboards and drawers in cabins and in wardrobe room shall be equipped with cylinder lock system.

Doors to sanitary rooms shall be delivered with standard lock for such purposes.

All locks shall be of marine type. All door handles/knobs shall be made of stainless steel.

~~The door handles internally moving parts shall be made of stainless steel (alternatively other solutions/metals generally accepted for ships).~~

Doors leading into lounges shall have large glass areas, and have vertically mounted handles.

Doors to wet rooms (rooms with drain in floor) shall be of a water resistant type.

Door to rooms with emergency exits shall have kick-out panels if required by Rules.

All doors, except non-lockable doors shall have locks organized into master key systems, depending on their status and purpose, such as passenger cabins, crew cabins, public rooms, lockers, fan rooms, pantries, and public toilets.

The above description is for guidance only, final detail of master and sub-master key divisions and distribution shall be finalized with the Buyer to suit operational conditions.

A special key locker for keeping spare keys shall be located in ship's office.

Woodworking tools and supplies including door hardware, locks etc. are Buyer's supply. (see Appendix 1).

513

OTHER INTERNAL DOORS

The main fire zone bulkheads shall be equipped with sliding fire doors, as shown on the GA.

The sliding doors exceeding 1.2m shall be electromechanically operated.

The dimensions of the fire door height in the public areas shall be maximized, compatible with the design of each space, and in full compliance with Regulations.



Fire zone doors may be hinged instead of sliding where sliding doors are impractical. All sliding fire doors shall have access panels in the bulkheads as needed for maintenance.

All fire doors which are controlled from the wheelhouse shall be equipped with a release control operation to shut all doors simultaneously, as well as the possibility of closing individual groups relating to each fire zone. All such fire doors shall be capable of being released locally from either side as per Rules.

All such fire doors giving access to service spaces, such as public toilets, pantries, etc shall have remote controlled "hold open" device, and provided with lobby and screen door as necessary.

Damping function in the hinges shall be implemented to prevent slamming.

The arrangement also has sliding doors in bulkheads, which are not part of a main fire zone, as for example:

- Bulkheads in #34 on decks 3,4,5,6 and 7

Interior doors to store rooms shall be equipped with locks and shall be insulated and rust proof or made of composite materials.

Internal doors may be GRP where allowed, and shall be fitted with heavy duty adjustable hinges. Example "Libra" or similar.

All interior doors leading to lounges shall be with glass inlays (B-15 approved):

- Doors with glass inlays (B 15 approved) are surface factory painted, powder coated or, chrome plated acc. to single room description.
- Clear or tinted glass with decorations or sandblasted glass can be used within respect of product range adhering strictly to fire safety regulations.
- Door frames of aluminum (anodized or powder coated) or stainless steel.
- All hinged doors shall be equipped with three (3) strong hinges (stainless steel or chromed brass).
- Door handles acc. to Buyers/Architects definition.

514

EXTERNAL DOORS

Doors from open deck to accommodation and wheelhouse shall be made of GRP where permitted by Classification Society/SOLAS/Flag Regulatory bodies and provided with windows where possible. In addition they shall be equipped with a central toggle appliance, and shall be fitted with heavy duty adjustable hinges, example "Libra" or similar.

All external doors are to be equipped with non-corrosive material used in movable parts and shall be fitted with heavy duty adjustable hinges.

All door sills shall comply with Regulations, yet kept as low as possible. For sill heights above 380 mm a step shall be mounted on each side.

Door openings generally shall have a clear height above deck of 2000 mm.



Doors out to open passenger decks shall have 1000 mm width, hinged type with Ø400 mm or larger windows.

Doors leading into stairways or fire divisions shall have the appropriate fire rating.

Doors for entrance to crew areas shall have windows.

Other exterior doors shall have Ø400 mm circular windows.

External doors leading to external lockers, technical rooms shall not be equipped with windows.

External doors leading to lifeboat embarkation shall not be equipped with windows.

A lock and key plan shall be established, in dialogue with the Buyer.

All doors shall be adequately marked according to color scheme delivered by Buyer.

515 WATERTIGHT SLIDING DOORS

The Vessel shall be equipped with electrically or hydraulically powered watertight sliding doors on Deck 01 and deck 0 as shown on the GA.

516 WINDOWS AND SCUTTLES

The windows shall be according to solutions on GA. Window frames shall be prepared for welding to the ship structure.

All windows shall be of welded-in type of steel, with double glass and dry air, depending on position and required fire class.

The windows shall have a collar, which is adjusted for internal outfitting. Windows shall be of toughened glass.

Window niches shall be of moulded GRP or metal with a condensation collector.

The lower part of the window boxes shall be structurally strengthened.

To reduce the heat dissipation, external windows shall have double glazed glass with 30% tint, except where in conflict with Rules and Regulations.

Deck 01

- Circular windows on crew deck, for cabins and crew areas

Deck 02

- Circular windows on crew deck, for cabins and crew areas

Deck 03

- Rectangular windows in pax cabins
- Circular windows in crew cabins

Deck 04



- Rectangular windows for crew cabins
- Hinged window doors from PAX cabins to private balconies

Deck 05

- Large windows with center frame for dining lounge
- Large windows for lecture lounge
- Large sliding framed glass doors for lecture lounge, aft

Deck 06

- Large windows with center frame for PAX cabins #12 to #22 ,PS and STB
- Large windows with frames for PAX cabins #35 to #48, PS and STB
- Vertically orientated windows in single cabins from # 30 to #54 PS, from deck level
- Windows with hinged doors for all PAX cabins having private balcony
- Rectangular windows for officers and crew cabins

Deck 07

- Windows with hinged glass door for all PAX cabins
- Large windows in wellness area and indoor/outdoor restaurant
- Large windows in forward panorama lounge
- Incorporate the possibility to enclose the area below the helideck aft

CABIN GLAZINGS

Sizes, numbers and location of cabin glazing shall be in accordance with the GA.

Glazing shall be internally finished with anodized aluminum profiles (standardized type and color).

BALCONY DIVIDERS

Balcony dividers shall be arranged between each cabin balcony, with door built in, according to agreed design and size and approved fire rating.

The divider features a fixed and a hinged part (railing side), allowing longitudinal circulation for the crew.

The fixed part shall be made of a lightweight composite panel to the same height as the window, fixed to the deckhouse sides by a U-shaped profile.

The hinged part shall be made of single etched tempered glass.

The clear passageway shall be app. 500 mm; the top corner is rounded as per Architect's design.

Hinged part shall be fitted with square keys or similar.

Wheelhouse Deck 06

The wheelhouse shall be built with window plans as shown on GA. It shall be designed to give the best possible view for navigation and view aft to lifeboat, MOB and excursion boat stations.

Window mullions shall be as narrow as possible. The windows shall be built of solid frames with screw/clamp connections to the bulkhead.



The windows shall be heated.

The aft window of the wheelhouse side shall be able to be opened.

Electrical window wipers of straight line type, solid and low noise design with intermittent switches and washing nozzles shall be fitted to nine (9) front windows, and two (2) side windows on each side.

The window washing unit shall be supplied from the hydrophore installation, and include a glycol injection solution for flushing water.

Tinted roller screen shall be provided for the wheelhouse windows.

Spare port light and window glass are Buyer's supply (see Appendix 1)

521 INTERNAL DECK FLOOR SYSTEMS

Internal decks shall be leveled with approved lightweight insulating cement/filler.

Special sound absorption deck compositions shall be implemented, as a result of the noise analysis.

A smoothing layer is used where necessary, suitable for the top layer (carpet / vinyl). This layer may be visco-elastic compound where problems of impact noise transmission are critical.

Raised floors including slope shall also be implemented in the fwd. lounge Deck 7 as per GA (in way of EM bridge & in way of Bar/ entry).

A raised floor shall be mounted in the wheelhouse, for mounting of cables, ventilation ducts etc. The raised floor shall be supported by steel angle bars.

522 INTERNAL DECK COVERING

The internal deck covering shall be as follows:

PAX cabins

The entry way inside the cabin shall have synthetic type planking

The remainder of the cabin shall have wall to wall carpet.

The sanitary room shall have high quality tiles on heated floor.

For suites which have separate bedroom, the floor cover in the bedroom shall be carpet.

Senior officers/Expedition leader on deck 06 / all cabins on deck 04 / all cabins aft of #110 on deck 03: same materials as in passenger cabins.

Materials of crew cabins

Forward of #110 on deck 03, and all cabins on deck 01 and 02 shall be equivalent to offshore vessel standard.

Corridors in PAX decks



Corridors shall have carpets, with carpet inlays in way of PAX doors to provide visual separation and ease of replacement.

Proposed type: Colortec

Indoor /outdoor restaurant on deck07

Indoor deck: Vinyl parquet with logo/graphical inlays (AMTICO or equal).

Outside deck of restaurant/and remainder of aft deck: Bolidt type teak design deck.

Main dining room

In the high traffic areas: Tiled wood shall be fitted.

In the seated areas: Carpet

Panorama lounge:

These areas shall have carpets.

Main aft lounge

These areas shall have carpets

Stairways, stairway landings, elevator lobbies and main reception lobby:

These areas shall have synthetic planking (AMTICO or equivalent).

Wheelhouse

The wheelhouse shall have synthetic planking (AMTICO or equivalent).

VINYL TILES & PARQUET

Vinyl tiles or vinyl parquet shall be fitted in:

- Public areas such as bars, dance floors, public staircases and lobbies, (AMTICO or equivalent)
- Sport and Spa areas (AMTICO or equivalent)
- Behind bar counters
- Hospital (TARKETT or equivalent), if in compliance with Rules
- Dry food and beverage store rooms
- Crew and service corridors/ Service Staircases (TARKETT or equivalent)
- Offices (TARKETT or equivalent)
- Crew cabins and crew common spaces (TARKETT or equivalent)
- Excursion PAX and CREW ready rooms (TARKETT or equivalent)

CERAMIC TILES & STONEWARE TILES FLOORING

Max size shall be 600 x 300 mm

Ceramic or stoneware tiles shall be laid in:

- Pax cabin sanitary rooms
- Public toilets and washrooms
- Areas around buffet units and bar counters

Anti-slip tiles shall be laid:

- Pantries and galley departments, food prep areas
- Laundry room
- Sauna & Spa areas

Galley, laundry and food preparation areas may utilize epoxy floor.

Spare flooring material and tiles are Buyer's supply (see Appendix 1).

524 STAIRWAYS AND LADDERS IN ACCOMMODATION

Internal stairways shall be configured and built in accordance with GA and in compliance with Regulations. Efforts shall be made for stairways to form safe evacuation routes.

All internal stairways shall be built in steel.

Steps in accommodation shall be equipped with non-skid aluminum wear guard, and continuous surface between the guard and the deck covering, to prohibit the accumulation of debris and dirt.

Inclination for stairs in passenger area shall not exceed 45°, and the free width of internal stairs shall not be less than 1000 mm. Inclination for stairs in crew area shall not exceed 55° (except engine rooms may have 60 degrees) and their free width shall not be less than 700 mm.

Stairways to engine rooms and engine control room shall be built in steel using high friction stapled planks as steps.

525 LOOSE FLOORING IN MACHINERY AREAS

Loose flooring shall in general be built up by 4 mm thick steel droplet plates, or Aluminum where allowed, which are bolted to steel angle bars, or Unistrut modular floor support system.

Flooring shall be located where necessary for general access, service, maintenance and inspection.

The flooring shall be especially adapted around foundations, machinery, valves, piping, and shall be equipped with heeling edges. Alternatively heeling edge by supporting angle bar can be arranged.

Hatches with handles/grips/finger holes shall be made above equipment which may need manual operation, service or maintenance (bilge wells, valves etc.).

531 EXTERNAL DECK COVERING

The following decks shall be covered with Bolidit type cover (or equivalent):

- Private passenger cabin balconies
- Deck 05 – exterior deck
- Deck 07 – sun deck area/outdoor restaurant area

All other external decks shall be painted (Ref. Appendix 2).



533 HANDRAILS, BULWARKS AND GATES

External railings and bulwarks are shown on GA.

Railing on private balconies shall have height 1100mm, and shall be made of:

- Deck 04 : Steel
- Deck 05 : Steel
- Deck 06 : Tempered and laminated glass in way of PAX cabins
- Deck 07 : Tempered and laminated glass
- Deck 08 : Steel

Steel handrails shall be hot dip galvanized.

Wooden handrails shall be fitted on bulwark and railing on deck 04, deck 05, deck 06 and deck 07.

Wooden handrails shall be fitted on both sides of all external accommodation stairways, furnished in varnished hardwood.

Handrails, grab rails and storm rails shall be fitted to the interior arrangement on both sides of corridors, stairways, in cabins.

Flush twist sockets shall be prepared for mounting of portable railings on both sides of the centerline walkway leading to the stern ramp through the Zodiac Hangar. Demountable railings shall be delivered consisting of steel pipe stanchions and wire ropes or equivalent going through. Suitable storage for the railings shall be included.

The forward helicopter landing area on deck 08 shall be used as PAX sundeck when the helicopters are not in use. The heli folding net shall be tilted upwards and secured, and function as a bulwark.

534 EXTERNAL STAIRWAYS, LADDERS AND GRATING

External stairways shall be arranged as shown on GA, with steps of grating, and shall be built of steel.

External gratings shall be made of GRP where allowed by Class / Authorities.

535 GANGWAYS

The Vessel shall be equipped with two (2) gangways on Deck03.

The Vessel shall be equipped with two (2) pilot ladders at the gangway on deck 03, and two (2) rope ladders at the excursion boat side shell door on deck 02.

The pilot ladders shall be per IMO A.667.

Spare rope (Jacobs) ladder is Buyer's supply.

541 CREW FURNITURE

Furnishing of officer cabins /Materials



- Senior officers/Expedition leader on Deck06 / all cabins on deck 04/ all cabins aft of #110 on deck 03: shall have the same materials as in passenger cabins

Furnishing of officer cabins/Furniture

- Bed made of wood framing with one drawer and storage space for luggage under.
- Wardrobe: plastic laminated board, one door lockable with lifejacket stowage, hat shelf, shoe rack, rod for clothes.
- Writing desk with top and plastic laminated board, drawer unit lockable.
- Filing cabinet, steel framing (3 drawers).

Furnishing of crew cabins /Materials

Forward of #110 on deck 03, and all cabins on deck 01 and 02 shall have the standard equivalent to offshore vessel standard.

- Enameled paint steel or aluminum
- Non-combustible plastic laminated boards
- Metal molding for edge
- Metal fitting anodized alloy or stainless steel

Furnishing of crew cabins /Furniture

- Twin bunk for mattress size 2,000 x 800 x min.150 mm (or according to Regulations) and wood framing with two (2) drawers, fixed ladder for upper bed.
- Wardrobe: (per unit) one (1) door lockable with life jacket stowage, hat shelf, shoe rack, and rod for clothes. Sides and the door shall be steel or laminated or painted.
- Writing desk with drawer unit lockable, top plastic laminated board.
- Bookshelf: one single shelf, plastic laminated board.
- Chairs: steel, seat and backrest of plywood, upholstered and covered with vinyl (EKORNES or equivalent).

Mess room

Furniture shall be provided in accordance with the GA. All chairs must be fitted with a securing device under chair seat and corresponding eyebolt in flooring.

Hospital area

General, the hospital shall be in compliance with the relevant Regulations.

Two ward cabins shall be provided, one (1) of which can facilitate two (2) patients.

Crew Exercise room (Buyer's supply-Builder install)

- Four (4) Treadmill electric motor driven, 0 -15 km/hr
- Two (2) Rowing machines



- Three (3) Cycling machines
- Two (2) Exercise mats, high density foam filled, 50x2000x3000 mm

542 WHEELHOUSE ARRANGEMENT

Publications, paper charts, flags, office equipment, including PC and related equipment are Buyer's supply (see Appendix 1).

Wheelhouse

It is important to create optimum working conditions for the navigational crew.

The wheelhouse shall have pax access and shall be outfitted as a public area in terms of quality of linings and furnishing.

A preliminary layout of the main wheelhouse navigational console is shown in the GA drawing, and it shall be further detailed in the design phase.

The bridge shall be arranged with captain and lookout position seats.

The navigation consoles shall have angled top plates/panels, and large, easy dismountable hatches for easy access on sides.

A console for emergency equipment (Safety console, as defined in SFI 792) including start of fire/bilge pumps, fire alarms, any remote release of rafts etc. shall be arranged for the crew to operate in emergency situations.

A table and a desk shall be fitted. The table shall be arranged as a combined writing, laptop and map table with drawers below top plate. Above the map table a dimmable red light map lamp with a magnifying lens shall be fitted.

In the wheelhouse, shelves and closets shall be arranged for safekeeping of ship's papers, required publications, drawings, instruction material, valuable mail and first aid equipment.

Engine Control Room

The ECR is located on port side aft of the most aft engine room.

The ECR shall be equipped with two (2) work positions.

A sanitary room shall be arranged close to the ECR.

A desk with drawers shall be fitted.

Alarm panels and surveillance monitors shall be installed.

544 PAX CABINS

The cabin arrangement shall be according to the GA, and in detail as per examples as presented in Appendix 7.

A mock-up of a standard balcony cabin (Cabin Type1), and an adjoining corridor section and balcony, shall be provided by Builder for reference.



Furniture

All visible surfaces of the furniture shall be made of chipboard with veneer, or laminate. Builder can propose other materials and submit to Buyer and Architect for approval. Additional mouldings, applications or inlays can be used according to Architects design.

Beds

All beds (900 x 2000 mm) shall be of aluminum or steel construction, and electrically adjustable head part in the fourteen (14) suites.

Mattresses shall be high quality spring type of 170 mm height.

All beds with open storage space for luggage underneath, clear height min.: 320 mm.

Mechanical fixing devices for beds shall be implemented.

Bedhead with surrounding wooden moulding and fabric board.

All passenger beds shall be separable.

Passenger beds in double cabins and suites on deck 6 and 7 shall be arranged to allow rotation (transverse/longitudinal positioning) where feasible.

Wardrobes:

All wardrobes shall be floor-to-ceiling-height-types. They shall be equipped with adjustable shelves and drawers or with coat rail, fixed hat board and shoe shelf + one metal grid drawer (for dirty linen) and decorative doors.

Space for life vests, immersion suits and for built-in electronic safe per cabin shall be fitted.

Wardrobe fabricated of high performance laminated board with solid wood mouldings and metal handle.

A 5 liter safe shall be included (Buyer's supply-Builder install, see Appendix 1).

Sofa (if any, as per GA and cabin layouts):

Two (2)-seater sofa bed, 1 600 mm x length (see Appendix 7) with steel or alloy frame.

Back and seat upholstered and covered with fabric. Drag out type bed stored inside sofa with size of about 1 500 x 2 000 mm.

Or alternatively:

Easy chair bed, 900 mm x length with steel or alloy frame. Back and seat upholstered and covered with fabric. Drag out type bed stored inside sofa with size of about 850 x 2 000 mm.

Tables (if any, as per GA and cabin layouts):

Writing desktop desk and front shall be made of HPL laminated board or veneer and solid wooden moulding, equipped with two (2) drawers.

Coffee table made of HPL laminated board or veneer and solid wooden moulding with wooden legs.

Diameter 600 mm or oval (750 x 450mm).

One (1) wall-mounted night table top desk and front HPL laminated board or veneer and wooden moulding, equipped with one (1) drawer with metal handle.

Night table (loose) top desk with HPL laminated board or veneer and wooden moulding, wooden legs or laminate/veneer faces.

Media & fridge

Shall consist of multipurpose furniture as a writing desk/sideboard-combination, incl. build-in-fridge 35 liter, cabinet with glass doors and shelves, TV-screen element and drawers.

TV and swivel bracket (Buyer's supply) shall be fitted on a back board (front plastic laminated board or veneer and wooden moulding).

Balcony furniture (Buyer's supply, see Appendix 1) (as per GA and cabin layouts) as following:

- Armchairs, anodized alloy-type with mesh fabric
- Sun chairs, anodized alloy-type with mesh fabric
- Cocktail table, wood-type

Electrical as per cabin layouts. Following equipment to be provided:

- Adjustable LED-down lights with dimmer
- Decorative wall lamp
- Bed side lamps (i.e. bed head incl. up-light and additional adjustable reading lamp)
- Decorative floor lamp (suites)
- One (1) TV (two (2) in suites) on wall mount swivel where necessary (Buyer's supply, see Appendix 1)
- Four (4) Free sockets 220V (duplex type)
- Two (2) USB charging ports. May be integrated in the sockets if practical
- Decorative balcony lighting
- PA loudspeakers
- One (1) (Two (2) in suites) telephone set (Buyer's supply, see Appendix 1) shall be located at writing desk
- Hair dryer (1800 W) (Buyer's supply, see Appendix 1)
- Data outlets for TV and telephone

Decoration

- Full height curtains, 100% black-out curtains or lined curtains with integrated black-out
- Decorations incl. decorative curtain tracks
- Light curtains shall be fitted
- Two (2) decorative cushions and one (1) neck roll per person on bed (Buyer's supply)
- Two(2) decorative cushions per sofa (Buyer's supply)
- Two (2) artwork-pictures shall be fitted per Cabin (Buyer's supply, Builder to install)
- Three (3) artwork-pictures shall be fitted per Suite (Buyer's supply, Builder to install)

Walls

Walls and linings shall be made from pre-fabricated panels, with finish of IMO approved surfaces.



Other continuous decorative finishing can be studied in collaboration between Buyer and Builder, for example Alucobond, Barrisol or equivalent.

Architect solutions must remain compatible with fabrication of cabins.

Ceiling

Position of Air-condition outlets, fire and/or smoke detector, sprinkler, loudspeakers and other installations shall be coordinated with the architectural design.

Ceiling panel's joints shall be in line with bulkhead panel joints, wherever possible.

Color of all ceiling fittings and armatures shall match the color of the ceiling in the limits of manufacturers catalogues and Class approved equipment.

Ceiling corner profiles shall be made of spray painted or powder-coated metal, with chamfered corners.

Flooring

Reference to CH. 522.

PAX CABIN BATHROOMS

The Bath Units in all Passenger Suites shall in general be made of prefabricated units.

Layout and dimensions in accordance to Buyers Architects design drawings and GA.

All described accessories like handles, towel rails etc. shall be made of chromed solid brass (quality reference: Keuco or similar).

Linings shall be covered in half height in general and full height in the shower area, with stoneware tiles. Mosaic tiles may be chosen as a decorative accent.

BATHROOM FURNITURE:

Vanity table

All Vanity tables shall be made out of artificial stone. (SILESTONE or equivalent).
A build-in soap-dispenser is fitted for each single basin.

Water Taps reference manufacturer: HANSGROHE, GROHE or equivalent.

Above vanity table a custom made mirror cabinet with shelves, doors and integrated lights to be fitted (according to Architect design).

Shower Unit

Shower floor shall be equipped with a drain accounting for the Vessel motions (one (1) gutterway in shower cubicle and one (1) scupper in bathroom).

Wall-mounted handle and soap basket shall be installed. Soap and shampoo dispensers to be provided (Buyer's supply, Builder to install).

Shower combination ref. to Grohe Rainshower 210.

Water fitting: wall-mounted shower thermostat reference manufacturer: HANSGROHE or equivalent.

WCs

WC bowl in white porcelain shall be wall-mounted, vacuum type (ref.: JETS, or equivalent).

WC bowls shall be easily removable (not glued).

Accessories (ref. to Keuco):



- Toilet brush set
- Toilet paper holder
- Spare paper holder
- Liquid soap dispenser (Buyer's supply, Builder to install)
- Kleenex box (integrated in vanity fascia) (Buyer's supply, Builder to install)
- Wall mounted handle in way of the WC-bowl
- Waste bin
- Ladies disposal box
- Towel rails
- Glasses with holder (two per wash basin)
- Illuminated cosmetic mirror, magnifier (wall-mounted)
- Extendable clothes-line
- Six (6) towel hooks

Bathroom Ceiling:

Ceilings shall be made of stiff ceiling elements with a factory surface finished and decorative cornice (metal covered).

Position of AC outlets, loudspeakers and other installations shall be coordinated with the architectural design. Color of all ceiling fittings have to match the color of the ceiling in the limits of manufacturers catalogues and Class approved equipment.

Ceiling corner profiles shall be made of spray painted or powder-coated metal profiles.

In the bathrooms the following electrical equipment shall be installed:

- Three (3) pcs LED-downlights (IP 44) for general illumination
- Two (2) decorative wall mounted lamps in way of vanity table
- One (1) off double 220 V socket with GFCI (Ground Fault Circuit Interrupter) (may be integrated in mirror cabinet)
- Illuminated cosmetic mirror

PAX CABIN CORRIDORS

Walls:

Walls may be made by prefabricated panels, covered with decorative surfaces (high-performance PVC foil, MURASPEC or equivalent) according to Architects advice.

Walls of the cabin-corridors can be varying between different decks.

All outer corners shall be protected by stiff decorative steel profiles covered with Gislaved or similar.

Ceiling:

300 mm Ceiling panels shall be installed, in line with bulkhead panels, where possible.

Position of light fittings AC outlets, fire detector, sprinkler, loudspeakers and other installations shall be coordinated with the architectural design. Color of all ceiling fittings have to match the color of the ceiling in the limits of manufacturers catalogues and Class approved equipment.

Flooring:

Carpet



Borders and inlays shall be used to highlight entrances to PAX staircases and in front of suite entrances. Carpet up stands shall be integrated in alloy Low Level Lighting profiles where low level lighting is fitted.

545 SPA & TREATMENT

The wellness area on Deck 7 shall include:

- Reception desk with pc workstation & POS station
- Store/locker, 3 m²
- Preparation area with washbasin and cabinets
- Glass display in way of entrance for product presentation
- Waiting area with two (2) armchairs and a bistro table
- Two (2) massage rooms, with washstand, cabinet and electrical driven massage table
Buyer's supply, Builder install
- One (1) Shihatsu massage room with washstand

The main entrance shall be equipped with a decorative roller shutter.

The floor surface shall be stoneware tile.

~~Loose Spa Area Equipment, Massage Equipment, massage tables are Buyer's supply (see Appendix 1).~~

546 HOBBY, SPORTS AND ENTERTAINMENT SYSTEMS

Passenger Fitness room, Deck 7 aft STB

Equipment: (Buyer's supply, see Appendix 1, Builder to install):

- Two (2) Multipurpose weight lifting machines
- Two (2) Treadmills electric motor driven, 0-15 km/h equipped with TV screens
- One (1) Rowing machines
- Two (2) Cycling machines equipped with TV screens
- One (1) Towel cabinet for fresh and used towels.
- One (1) Refreshment cabinet with integrated refrigerator (with glass door).
- Ten (10) Exercise/Yoga mats in multi purpose room

All equipment shall be permanently fixed to the deck, power supply sockets to be provided by the Builder.

The fitness room shall have a water bottle filling station connected to ship's potable water system.

The fitness room shall be on deck 7 between Spa and sun deck, with large room tinted windows. Special attention shall be made for climate control and impact noise insulation.

Flooring:

Subfloor to sound-absorbing, PVC Sport- floor shall be laid.

Ceiling:

Square Ceiling panels shall be installed. In way of some cardio machine positions, raised ceilings shall be considered.

Position of light fittings, AC outlets, fire detector, sprinkler, loudspeakers and other installations shall be coordinated with the architectural design. Color of all ceiling fittings have to match the color of the ceiling in the limits of manufacturers catalogues and Class approved equipment. A sufficient number of LED- down lights shall be installed.

Windows shall be equipped with electrically driven wooden or fabric sun blinds.

For expedition equipment see gp.013.

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INTERIOR STANDARDS

If not specified in following chapters, following references will define quality and complexity of the public area arrangements.

The layout of each public room is given in the Architects drawings, which prevail only for what relates with the interior arrangement and decoration.

Therefore, for all what relates with technical design, only the GA and the present Specification shall be considered. The above mentioned spaces shall be used to specify the quality, quantity and complexity of the details and materials.

Arrangement complexity for public spaces in GA

The GA defines the following items in terms of quantities, implementation and shape except adjustment for technical reasons:

- Stairs
- Raised floors, slopes and steps
- Lining perimeter and shape
- Function and quantity of rooms
- Bar, buffets, counters and associated pantries
- Decks cut-outs, pillars and steel bulkheads
- Glass walls, windows, wind screens
- Fire doors, entrance doors
- Public toilet areas.

The following paragraph describes the interior principle of realization to be applied to public spaces.

FLOOR

Carpeting (Wall-to-Wall)

The design and choice of patterns shall be according to Buyers' Architect. The repeat pattern involving loss of cut shall be maximum L=2000mm by w=2000mm.

Fastening of carpets:

Stretched on felt underlay or glued in passenger public spaces.



The adhesive for bonding the carpets shall be of the quality that does not tear off the decks composition and underlay when the carpet is removed.

Underlays shall comply with the IMO-Rules.

In general carpets shall be delivered at a largest standard width and length to avoid/minimize joints.

Carpet in corridors shall be of same width as the corridor.

Surrounding wall and fixed furniture shall be covered with monochrome carpet skirting matching to the floor carpet up to a height of 80-100 mm. Upper edge shall be looped in some areas.

Vinyl floor:

Vinyl floors are bonded in a leveling underlay in accordance with Builder standard.

Standard products of vinyl floors:

AMTICO, STRATICA, OVATION, EXPONA, ALTRO SAFETY, or equivalent with certificates according to the required Rules, vinyl thickness: 2mm.

All vinyl floors or similar materials shall be glued with water resistant mono-component or epoxy-two component. All seams when laid by roll shall be welded. Skirting's shall be out of solid wood (within allowed combustible volume) or vinyl with RIVINOX type profiles on top, or similar.

Details shall be agreed based on Architect's drawings, alternative material can be proposed.

Design and patterns shall be according to Architect's specification. Strip wood, patterns, inlays, decorative borders and material mix can be used.

Vinyl floors of high friction type with foam backing shall be laid in aerobic and gymnasium areas with noise reduction underlay.

Aerobic and similar sports areas shall be covered with multicolored special sports floor min 6 mm (ref.: MONDO FLOOR).

Antistatic floor covering shall be used where necessary.

Synthetic floor:

Material can be used also in inner areas from product compliant with fire regulation. API product or equivalent material and colors shall be chosen from the normal available range of the supplier. Special patterns, borders and applications can be used.

Tiled Areas:

Elastic grouting compound shall be used. Maximum tile size shall be 60cm x 30cm.

Color according to Architect's specification shall be chosen from the normal available range of the suppliers.

All kind of decorative tiles like mosaic tiles (standard SICIS, BISAZZA or similar) (except artwork mosaic), "broken tiles" and tailor made tile pattern/ borders/ applications can be used in acc. to Architects design.

Decorative anti-slip tiles shall be used in public toilets, saunas, showers, beauty areas, behind bars, and other wet spaces where necessary according to the Rules.



All buffets, service stations, walls, pillars etc. in restaurants and bars shall be surrounded by corner/wall tiles to fulfill USPH standards if needed.

Floor Mats in public areas:

At all entrances to open deck and entrance/shell doors leveled in, floor mats (carpet type with rubber basis or dirt traps made of aluminum profiles with brush inlay (EMCO or similar) shall be installed.

For easy changing the recess shall be framed with stainless steel profiles.

At all entrances from crew service areas to PAX areas leveled in floor mats (carpet type with rubber basis) shall be installed.

CEILING

General

All ceilings shall be in accordance with fire regulations. Ceilings shall take into account the COMFORT class standard with regard to noise reduction.

Decoration of ceilings shall be described by Buyers Architect drawings.

Stepped ceilings may be used. Additional wooden finish moulding (not beyond fire regulation restriction), cornices or stucco elements shall be used.

Separate decorative ceiling constructions may be used in all public areas, above buffets, entrances and key areas.

Curved ceiling shall be used in the panorama lounge.

Type, position and design of AC outlets, loudspeakers, sprinkler, fire detectors etc. in respect of function shall be coordinated with the Architects design.

Standard panel ceilings:

Standard product panels (DAMPA/ LAUTEX, or similar by approval) can be used.

Standard blades or square panels, metallic perforated for acoustic or air conditioning purposes, including acoustic filling by felt or wool (encapsulated in plastic) can be used. Air gaps between the panels for AC reasons shall be foreseen.

Powder coated finish according to Buyers Architect specification.

Tailor made panels:

Tailor made steel or aluminum panels can be used in limited areas.

Seamless flat ceilings:

Marine board or honey comb aluminum panels or steel/aluminum sheet metal or PREGYPL/IC® BA 10 NF or PLATEC® can be used as carrier plate. In case marine board is used it shall be covered with blind laminate on both sides. Joints between carrier plates shall be filled with 2 component



filling compound or dedicated compound and shall be smoothened properly. To reach a smooth and even surface, panels shall be covered with one (1) layer of non-structured fiberglass tissue if necessary.

Lining of Sauna:

The lining in the sauna shall be made of Hemlock or similar wood panels. Stepped ceiling can be used. Alternative type of wood can be used for decorative purposes.

Service Hatches:

Service hatches shall be installed for fire dampers, built-in electrical equipment and valves and to all places where it is necessary for proper service and maintenance of the ship's equipment behind lining.

Details for service hatches or easy accessible ceilings shall be agreed.

Service hatches in passenger areas shall be integral with the ceiling system used as far as possible matching with ceiling design complexity.

Service hatches in passenger areas shall be of panel (colors to match ceiling lining) and if needed with surrounding metal frame (powder coated finish, stainless steel or equivalent).

Details position and amount shall be agreed with Buyer and Architect.

The layout of the technical systems has to consider a reduction of hatches especially in way of decorative and not paneled ceiling. Keys for service hatches shall be eight millimeters inside square type as not otherwise required by the Buyer.

WALLS

General

All linings shall be in accordance with fire regulations. Linings shall take into account Builder recommendations with regard to noise reduction. Details of sub construction are as per their own development and shall be agreed by the Buyer.

Walls/linings covered with laminated surface

Marine boards with decorative laminate shall have blind laminate 0.8 mm on the back side. Thickness of decorative glossy laminate shall be not less than 1.2 mm thick. Other decorative laminate not less than 0.8 mm thick.

Walls/linings covered with continuous decorative surface in selected areas

Marine board, LOLAMAT® or FERMASH/P® or PREGYPLAC® BA 13 NF or equivalent on metallic substructure or honeycomb aluminum panels can be used as carrier plate.

In case marine board is used, it shall be covered with laminate on both sides.

Joints between carrier plates shall be filled with 2-component filling compound and shall be smooth.

In case of paint finish of any kind the panels shall be covered with one (1) layer of non-structured fiberglass tissue (overlapping across the panels).

Expansion joints shall be placed where necessary; positions shall be coordinated with the wall design and shall be agreed with Buyer/Buyers Architect.

Wall linings shall be optionally completed with following surfaces:

- Multi coat lacquer/paint
- Decorative Plaster
- Decorative wall paper or vinyl
- Veneer

Walls/linings covered with tiles:

Any Marine suitable panels can be used as carrier plate. Elastic grouting shall be used. Type of tiles according to Architect's specification

Walls/linings covered with natural stone:

Any Marine suitable panels can be used as carrier plate. Elastic grouting shall be used. Color/type of stone acc. to Architects definition.

Service hatches in walls and linings:

Service hatches shall be installed to all locations where it is necessary for proper service and maintenance of the ship's equipment (e.g. valves, vacuum units, AC units, electrical devices, etc.). Details, position and amount shall be agreed with Buyer and Buyers Architect.

Technical systems shall be coordinated and installed in a way that inspection hatches can be minimized and/or connected as much as possible.

In PAX areas service hatches in walls shall have metal frames (powder coated to Architects specification), invisible hinges and same decoration like bordering walls if not specified otherwise;

- Locking by concealed square key locks when concerning piping.
- Locking by concealed triangular key locks when concerning electricity.

Glass partition walls and B-15 glass walls:

Full height glass partition walls shall be made of aluminum frames (surface factory painted, powder coated, chrome plated acc. to single room description).

Clear or tinted glass or sandblasted glass (not beyond fire resisting standard) or decorations (applied film) can be used.

Size of glass panels shall be maximized, frame work shall be minimized.

Walls, linings in Saunas:

Sub-construction of saunas shall be made of stainless steel. Sufficient insulation shall be foreseen. The decorative surfaces are made of hemlock wood panels or similar.

Lining of pillars:

Pillars and pilaster in public areas shall be lined with vinyl wallpaper, natural stone, mosaic tiles and shall be agreed with Buyer/Buyers Architect.

CURTAINS

General:



Public spaces shall be fitted with decorative lined curtains and light curtains or venetian blinds with additional blackout blinds (electrically driven) according to architectural design.

The curtain fabric shall exceed the surface covered by 100 %.

Darkening/black-out curtains or similar on all windows shall be in accordance with Buyers request.

Curtain on ceiling mounted tracks:

Curtain tracks of "Silent Gliss" type or similar with plastic carriers shall be used for hanging the curtains and drapes. Double-flight tracks shall be used if not specified otherwise.

Electrical driven decorations:

Two (2) curtain systems shall be electrically driven, this being the panorama lounge on deck 7 and the aft lounge on deck 5.

All electric driven roller blinds and Venetian Blinds in way of one (1) room have to operate simultaneously. A dim-out/black-out functionality shall be guaranteed.

Accessories for curtains:

Tie—back holders shall be used.

Blinds: Fixed horizontal wooden Venetian or aluminum blinds shall be installed in public areas according to Architect's drawings.

Venetian Blinds shall be used (ANN IDSTEIN or equivalent).

Roman Blinds shall be used.

FURNITURE

Fixed Furniture

General:

All constructions shall be durable and easy cleanable in order to achieve lowest level of maintenance. All wooden surfaces shall be lacquered with DD-lacquer. All brass surfaces shall be polished and clear coated.

All glossy laminates shall be not less than 1.2 mm thick, other decorative laminate not less than 0.8 mm thick (quality reference: Thermopal).

Stools for the bars shall be fixed to the deck, and may be custom made or purchased.

The dining room banquettes and their tables shall be custom made.

Dining tables of the dining lounges shall be fixed to the deck, and may be custom made or purchased.

All fixed furniture such as service stations, cabinets, buffet and bar counters, all desks and counters in restaurants and bars etc., shall be custom built.

The following are Buyer's supply (see Appendix 1):

- Spare soft furnishing cover materials and carpeting
- Exterior furniture (Deck and balcony furnishings)



- Cushions or Sun chairs and deck chairs
- Wooden Boxes for Towels and Blankets
- All linen and bedclothes
- Glasses (Schott Zwiesel)
- All cutlery and crockery
- China (Bone China Rosenthal)
- Cutlery (Silver) all Outlets
- Table Cloth
- Small Loose Restaurant / Bar Equipment
- Portable buffet tables
- Artworks, décor items, books in library
- Music instruments
- Loose Cabin Equipment (Fruit Plates silver)
- Amenity Boxes on top of dresser and vanity
- Cabin Trolleys
- Loose parts, machinery and equipment for wellness, hairdresser and massage
- Uniforms

549 SHOP

A shop is located in the public area amidships on Deck 03.
The sales merchandise shall be souvenirs, gift articles, and confectionary.

The shop shall be equipped with shelves as shown on GA, overhead lighting, sales counter and a changing room.

550 GALLEY/PANTRY EQUIPMENT

The following chapters and Appendices 3 & 8 apply to the construction of all catering spaces on this ship.

The galley arrangement shall be modeled in 3D by the Builder to a high level of detail in the design phase. The model shall present the main components, and demonstrate the functionalities of all equipment.

The Buyer shall be equipped with a file viewer, enabling a detailed study of the arrangement.

GENERAL

All food handling and storage areas shall be designed and fitted in accordance with applicable Requirements and marine use (Storms rails, etc.).

Catering arrangement shall be designed for complete food processing from raw materials.

All equipment, furniture, system shall be provided as specified in Appendix 3.

All catering area shall be designed for trolleys use.

All catering areas shall be ready to use, clean and according to USPH requirements.



Air curtains shall be installed at the cold and dry stores loading corridors and at all outside doors.

In all galleys and pantries, fire doors shall be normally open. A normal double door (architectural) shall be fitted in place for normal working time during the day.

All galleys and pantries shall be separated from public space by a lobby with one lighting systems as per USPH for cleaning and one during working period (following Architect requirement).

Noise reduction between galleys and pantries to public rooms to be in accordance to Comfort Class notation.

All bars, buffets, waiters stations shall be installed with two (2) lighting systems, one (1) for cleaning (USPHS) and one (1) for working period (following Architect requirement).

To avoid panel damages by trolley traffic, reinforcement at all bulkheads sufficiently to prevent panels from buckling or becoming detached under normal operating conditions shall be provided.

To avoid damages to control boxes, switches, etc. adequate protection shall be added where necessary.

Use of compatible metals shall ensure avoidance of corrosion due to galvanic action. Effective technical insulation between dissimilar metals to protect them from corrosion shall be provided.

All galleys shall be implemented with energy savings system, mainly referring to exhaust hoods.

The main galley shall be provided with (2) two walk-in refrigerators, self-contained cooled, 0 to +6 deg C, one (1) with volume of aprox. 5 m³ and other with volume of aprox. 3.5 m³.

All equipment and furniture shall be designed as per European standard (GN) pans and wire grids. All equipment shall be delivered with standard accessories. Refrigerators shall be equipped with one (1) set of GN pans.

Arrangement of galleys, pantries and bars areas are shown in Appendix 8. Those layouts are shown together with the corresponding equipment list presented in Appendix 3.

Bars

Each bar area shall be provided with a POST MIX System for delivering soft drinks. A stainless steel locker is to be provided in the pantry with power & water connections and under or over deck piping line linking the system to a post mix Gun system incorporated in the tailor made bar counter behind each bar.

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GALLEY MACHINERY

SPECIAL REQUIREMENTS & BASICS FOR GALLEYS, BARS, PANTRIES AND STORES

COAMING

Each galley and pantry shall be surrounded by a 3 mm stainless steel AISI 304 coaming supporting the partition panels.



These coamings shall be completely welded to the deck and watertight. The shape of it shall form a radius of 10mm between the vertical part and the tiles.

Upper part of the coaming shall be higher at the steel bulkhead side to avoid the leakage of water between bulkhead and coaming during cleaning phase.

FOUNDATIONS

For easy cleaning, large stainless steel AISI 304 thickness 3mm foundations under equipment shall be used as far as possible, stiffener shall be added where necessary for heavy equipment and / or for equipment like mixer. The foundations shall be extremely robust.

Main equipment shall be fitted on large box type stainless steel seating's welded to ships steel structure.

Foundations under bar counter shall be 100mm high over the finished deck.

PENETRATIONS

All exposed penetrations shall be constructed in stainless steel AISI 304.

GUTTERWAY

3mm thickness stainless steel AISI 304 gutter ways shall be covered by robust cover non-skid grating stainless steel AISI 304 width of max. 250mm.

Position, size, length of gutter way and exact lay-out shall be approved by the Buyer (cover sizes shall be constructed in modular section for easy cleaning and placement).

Special deck recessed stainless steel gutterways AISI 304 shall be fitted in front of braising pan and kettles. The recess shall be large enough to drain the flow. No small surface of tiles between continuous recesses or gutter ways.

Scuppers underneath gutter way and recess with grating for drain with water trap shall be completely stainless steel AISI 304 and welded to the deck and watertight.

Special care shall be taken to avoid water infiltration under the gutter ways.

FLOORING

In all galleys, pantries, preparation areas, anti-slippery tile shall be used type MOCARBO R12V4 THICKNESS 12mm Color clear (or equivalent), or synthetic floor.

Single source supply and installation is preferred when possible.

In bars, anti-slippery tiles shall be used TYPE STARNOCK R12 V4.

Thickness 8,5mm (or equivalent).

Special component grout between tiles shall be used in hot spot zone.

Special requirement for galleys (if tiles are applied):



Procedure to avoid water penetration into the floor from the top or from the sides to be provided. As guidance the following materials and procedure may be used:

TEFROTEX® 60-L encapsulated with a polyurethane resin TEFROKA® PU-1-L. Small gap between coamings, scupper, foundation etc. and TEFROTEX® 60-L shall be filled with the polyurethane material and the complete surface is coated with TEFROKA® PU-1-L in approx. 3 mm.

On top of this construction ceramic tiles can be glued.

Builder shall take care to use compatible products as per manufacturer recommendation for tiles, cement, glue, joint, grouting product.

Resin option may be used for galleys, pantries and cabin services pantries.

PANELLING

Sandwich panels with rock wool insulation or honey comb lined on the external side with 0,6 mm stainless steel AISI 304 or galvanized and on the internal side with 1 mm stainless steel AISI 304 Grid 220.

CEILING

Sandwich panels with honey comb lined on the external side with 0,6mm stainless steel AISI 304 or galvanized and on the internal side with 1 mm stainless steel AISI 304 Grid 220. As alternative, stainless steel profile units may be used.

Panels shall be connected to each other so that they can be individually dismantled.

ACCESS TRAP

Access traps shall be fitted where necessary for easy maintenance. Traps shall be hinged to the ceiling and closed by robust key system or other approved by the Buyer.

Traps shall be constructed in stainless steel AISI 304 including hinge and key system.

DOORS/PORTHOLE

Shall be stainless steel AISI 304.

ELECTRICITY

Lighting LED model stainless steel construction (IP55) approved by Buyer.

Plugs, Phones, Speakers etc. shall be submitted to the Buyer for approval, and shall not be located in areas exposed to food splash. Equipment shall be in accordance with IP55 requirements.

Lay-out design of electric service plugs shall be submitted to the Buyer for approval (to provide minimum one (1) plug per linear meter at the working space).

Visible electrical cable shall be covered with stainless steel tube, except loose equipment which is fitted with plug.

All cables connected in Hot Zone shall be heat resistant.



All equipment with sharp knives or rotating pieces shall be plug connected or connected by separate safety switches type "On-Off rotating switch".

All equipment shall be connected to the ground.

Each equipment and plug connection shall have a name plate placed in front (easily visible) with number of electric power supply circuit.

PLUMBING

Each piece of equipment which requires water or steam must have its own shut off valve and a mechanical filter easy to clean. Alternatively, a common filter may be applied for each dedicated area.

Visible plumbing pipe and connection shall be in stainless steel AISI 304. The number of exposed pipelines shall be minimized.

The filters for combi ovens shall be easily accessible and approved by the Rules and the Buyer.

Each coffee machine, drinks dispenser, ice cube machine, combi oven, etc. must have a filter (Model and type shall be approved by the Buyer) for dechlorination and demineralising where accepted by Rules.

A complete filter consists of permanently installed head with an integral shut-off valve and quick change filter cartridge. Size of the filters shall be calculated in accordance with the water flow rate of the protected machine.

AIR EXHAUST SYSTEM

UV HOOD with fixed washing system shall be installed above equipment which produce heat, grease and impurities like range oven, braising pan, deep fat fryer, griddles, etc.

Each system shall be able to measure the status of each item of galley equipment (switched off, heating up to cooking temperature, hot cooking in progress) in accordance with the energy saving system. On the basis of this status, the system shall be able to adjust the exhaust air flow hood by hood, continuously and automatically.

Extra air supply outlet (low-speed) shall be arranged on the front of the hoods.

UV control panel has to deliver clear and easy information regarding UV lamp alarm and maintenance alarm.

Hygienic and easy to use hood washing is required.

The hood shall have fire suppression system.

Construction material – shall be stainless steel AISI 304. Washing cycle to be in accordance to manufacturer's standard and to provide cleaning of the filter equipment and the exhaust plenum at the same time.



Service hatch to get access to lights, control boxes and fire dampers to be provided and shall be possible to open without tools.

Integrated lighting to be included.

CONTROL CABINET

Wash system with pumps, detergent pump, booster pump & back flow preventer.

CEILING DIFFUSERS

Low velocity diffusers shall be used.

Construction shall be Stainless steel AISI 304 with easily cleanable dismountable plates without tools.

Ventilation systems in accordance with the manufacturer's recommendations.

GENERAL

All tailor made equipment shall be constructed in stainless steel AISI 304 except at the outside where stainless steel AISI 316 (is required).

All equipment shall be built for gastro norm European GN standard. All hand wash sinks, sink compartments shall be delivered with adequate mixing batteries with the same brand name.

Each steam heated equipment shall be delivered with thermostatic steam valve.

Each equipment except tables, racks etc. shall have a special data plate placed on easily visible position of the equipment with Manufacturer name, item number, serial number etc.

PREPARATION MACHINES

All machines shall be delivered in order to assure the safe use by crew.

All machines shall be equipped with safety electric switch & with ¼ turn stop. If the machines are not equipped as a standard, a safety switch with ¼ turn stop shall be installed at less than one meter from the equipment.

All machines shall be delivered in stainless steel finish or if not possible in chromed plated or if not possible painted.

Beater mixer shall be delivered with bowl guard system and electric safety device.

TAILOR MADE STAINLESS STEEL FURNITURE

Table top shall be continuously welded, seamless in stainless steel AISI 304 is required minimum 3mm.

All equipment visible welding have shall be fully ground, smooth and polished.

All thermometers in F° scale and C° scale shall be equipped.

All tables sink compartments etc. shall be fitted with back splash to the bulkhead with continuous welds, polished smooth.

All table tops at Bars, sink compartments etc. delivered in pieces shall be welded together to one piece construction and grinded properly.

Doors and /or drawers shall be delivered with closing magnet, padlock holes + one robust marine padlock as agreed with the Buyer

Table top

- table top thickness 2 mm (2,5mm for pot and dish receiving tables)
- finish of table top 180-220 grit
- table top supported by omega profile

Table top edges

- working table top edges turned down 50mm
- scullery and pot wash soiled dish tables with 75mm turned up edge
- back splash turned up 150mm

Sink

- thickness 2mm
- welded continuously to table top and made smooth without overlapping joints
- welded cove corner construction having minimum 15mm radius horizontally and vertically
- 1 ½ twist handle waste outlet with stainless steel overflows assembly
- in case of steam heating, thermometer shall be protected about damages and equipped with thermostatic steam valve

Leg

- diameter minimum 38 mm, thickness 1.25mm
- leg fully welded, ground smooth and polished to omega profile
- foot set completely in stainless steel
- foot set to allow adjustment ± 25 mm without thread exposure
- legs supported by cross bracing or under shelf

Cross bracing

- diameter minimum 32 mm thickness 1.25mm
- cross bracing fully welded, ground smooth
- under sink, front cross bracing only

Under shelf

- thickness 1.5 mm
- finish of shelf 180-220 grit
- under shelf fully welded, ground smooth and polished to legs

Over shelf

- thickness 1.5mm
- finish of shelf 180-220 grit
- over shelf supported by omega profiles for uprights
- uprights fully welded, ground smooth and polished to omega profiles
- uprights fully welded, ground smooth and polished to table top with 15mm radius
- uprights are supported from table top omega profiles.



Drawer

- thickness 1.5mm
- finish of shelf 180-220 grit
- housing 15mm radius
- stainless steel heavy duty drawer slide with stainless steel ball bearings
- drawer, bin, drawer carriages readily removable
- drawer pull in stainless steel
- drawer housing welded to table top
- drawer with padlock hole, where applicable
- magnetic closure type

Under counter cabinet – Storage cabinet

- finish of shelf 180-220 grit
- body thickness 1.25mm
- inner liner thickness 1.25mm
- inner liner seamless one piece construction with 15mm radius
- door thickness 1.25mm
- removable / adjustable shelf thickness 1.5mm or support for dispensing equipment
- door pull in stainless steel
- door with padlock hole, where applicable
- leg construction as described above
- cabinet point (tack) welded to table top
- 3 stainless steel hinges
- magnetic closure type

Janitorial cabinet

- finish of shelf 180-220 grit
- body thickness 2 mm
- inner liner thickness 2 mm
- inner liner seamless one piece construction with 15mm radius
- door thickness 2mm
- removable / adjustable shelf thickness 1.5mm or support for dispensing equipment
- removable partition and shelves
- five (5) hooks
- door pull in stainless steel
- door with padlock hole, where applicable
- leg construction as describe above
- four (4) stainless steel hinges
- magnetic closure type

Liquor cabinet

- finish of shelf 180-220 grit
- body thickness 2 mm
- inner liner thickness 2 mm
- inner liner seamless one piece construction with 15mm radius
- door thickness 2mm
- removable / adjustable shelf thickness 1.5mm or support for dispensing equipment
- door pull in stainless steel



- door with padlock hole, where applicable
- leg construction as describe above
- cabinet point (tack) welded to table top
- three (3) stainless steel hinges
- magnetic closure type

Ice Storage bin

- finish of shelf 180-220 grit
- body thickness 1,25 mm
- inner liner thickness 1,5 mm
- inner liner seamless one piece construction with 15mm radius
- Swinging door thickness 1,5mm
- construction shall be layout without usage of gasket
- delivered with folding up support welded to the bin, chain, scoop as per USPHS recommendation

Steam heated under counter

- same construction as under counter cabinet
- AISI steam heating coil
- dual scale liquid filled thermometer
- temperature shall be thermostatic controlled with thermostatic steam valve
- device to shut or to open the under counter independently to the top bain marie
- 50mm rockwool insulation

Steam heated bain marie

- stainless steel steam heating coil 20mm inside the bain-marie steam coils covered with perforated removable false bottom
- dual scale liquid filled thermometer
- temperature shall be thermostatic controlled with thermostatic steam valve
- device to shut or to open the under counter independently to the top bain marie
- bain marie shall be equipped with mixing battery
- bain marie shall be adapted to steam table pan
- 50mm rockwool insulation

Steam heated 3 compartment sink

- construction as described under sinks
- one (1) sink with long handle wire basket equipped
- one (1) sink steam heated
- stainless steel steam heating coil 20mm inside the heated sink steam coils covered with perforated removable false bottom
- dual scale liquid filled thermometer
- temperature shall be thermostatic controlled with thermostatic steam valve

Note: Steam heated means local steamers, for the rest of heating sanitary hot water will be reheated by electrical heaters.

Refrigerated under counter

- construction completely AISI 304 stainless steel, body thickness 1.25mm, inner liner thickness 1.25mm, inner liner seamless one piece construction with 15mm radius



- equipped with stainless steel removable racks for pans
- if drawers are chosen, layout as described under drawers takes additional place herewith
- doors shall be equipped with self-closing hinges and padlock hole, where applicable
- to minimize the spare parts logistic, all technical compartments for refrigerator, freezer and buffets shall be built with the same apparatus, thermostat, etc.
- one (1) evaporator between two (2) doors or two (2) set of drawers, two (2) evaporators in case of three (3) doors under counter)
- local built-in cooling compressor
- heater wires around each door frame for freezers
- thermometer and signal lamp in front panel
- device to shut or to open the under counter to the top cold basin
- automatic defrosting device
- refrigerated drawers and drawers carriage easily removable and strong marine construction
- one spare gasket for each door and drawer shall be provided

Refrigerators

- The main galley is be provided with two (2) walk in refrigerators as described in SFI 554.
- construction completely AISI 304 stainless steel, body thickness 1.25mm, inner liner thickness 1.25mm, inner liner seamless one piece construction with 15mm radius
- equipped with stainless steel removable racks for pans
- doors shall be equipped with self-closing hinges and padlock hole
- to minimize the spare parts logistic, all technical compartments for refrigerator, and buffet shall be built with the same apparatus, thermostat, etc...
- Evaporator made of aluminum and copper or electrostatic coating, body in stainless steel
- local built-in cooling compressor
- thermometer and signal lamp in front panel
- one (1) spare gasket for each door shall be provided
- shelves or grids for refrigerator units are shall be provided as set up

Hand wash sink

- stainless steel AISI 304 thickness 2mm
- splash wall on both sides
- stainless steel waste basket, stainless steel soap dispenser (supplied by Buyer), stainless steel towels dispenser (supplied by Buyer)
- equipped with bucket filling station underneath
- Photocell electrically connected (no battery) operated mixing battery

Bars and cocktail unit

- shall be designed as per Architect lay-out
- description of components as per list of equipment
- bar and back bar counters shall be equipped with stainless steel tailor made furniture
- working top of bar counter is built as a seamless one piece construction
- bar counters are fitted on a closed foundation
- in public space when exposed to passenger view: Top, side, doors, drawers etc. shall be decorated as per Architect description & in accordance with USPHS rules
- each locker or refrigerated under counter shall be delivered with solid adjustable and removable strong shelves

POT AND DISHWASHERS



Capacity of basket according to item list specifications.

To minimize the spare parts logistic, all machines must come from the same manufacturer.

For maintenance, all parts shall be accessible from the front (Heaters, Pumps, Springs etc.).

Machines shall be delivered ready from factory with device for rinse and detergent dispensers delivered by the Buyer (ECOLAB or other).

DRINKS DISTRIBUTION

Beverages are distributed by bars and beverage stations. Each galley is equipped with one (1) beverage station as layout. Bars as layout at GA.

All ice cube machines with stainless steel ice bin and all accessories (Scoop, chain, integrated folding support) shall be equipped.

FOOD HANDLING (TROLLEYS ETC.)

Each trolley shall be delivered with one locking system to hold trolleys in parking position.

Trolley traffic shall be shown for Buyer's approval.

Galley/ Laundry / waste handling equipment spares, galley ancillary equipment (pots and pans) Consumer goods are Buyer's supply (see Appendix 1).

552 GALLEY / PANTRY EQUIPMENT FOR SERVING

553 DINING LOUNGE EQUIPMENT

WAITERS STATION

Counter top shall be decorative with Granite, Corian or others according to Architect design.

Complete front of waiter station (body, front of drawers, doors and technical doors shall be decorative with Corian or others according to Architect design.

Full body layout inside shall be made in stainless steel.

BUFFET SELF SERVICE DISTRIBUTION

Counter top buffet, counter line, terrace cafe shall be decorative with Granite, Solid surface or others according to Architect design (special safety shall be taken to avoid cracks). Reference is made to the GA for both PAX and CREW dining lounges.

Heated or cooled areas according to detail galley specification. Sneeze guards shall be decorative in accordance with Architect design and latest USPHS requirements.

BARS

Bar and back bar counters shall be equipped with stainless steel tailor made furniture. Bar counters to be fitted on a closed foundation.

In public space when exposed to passenger view: top, side, doors, drawers etc. shall be decorated as per Architect description, in accordance with USPHS rules.



554 REFRIGERATING MACHINERY FOR FREEZING, REFRIGERATION STORES AND WASTE ROOM

There shall be 2x100 % refrigeration systems, serving the following spaces;

- freezer rooms
- cold stores which shall also cover the dry store and de-icing room
- waste room on deck 0 (this may be in combination with the system for cold stores)

Separate cooling system (2x100%) for freezer rooms and separate system (2x100%) for cold rooms to be investigated as alternative.

The refrigerating plant shall be of an environmentally safe - direct expansion system with automatic start/stop. Each unit shall consist of one (1) electric motor driven compressor and condenser. Condensers to be sea water cooled.

Each refrigerating unit shall be able to maintain the specified temperature in the refrigerated provision stores.

When the refrigerated provision stores are being cooled down to the specified temperature, both compressors shall be working.

One (1) air cooler unit shall be provided in each of the refrigerated compartments. Air cooler for freezer room shall be fitted with automatic electric defrosting heater controlled by timer switch.

The fan for each freezing room and cold store shall be stopped by a limit switch when the compartment door is opened.

Power failure alarm for each freezer and cold stores shall be provided and indicated in the Vessel automation and control system.

The system shall be equipped with a sufficient amount of isolating valves for the different compartments.

The first refrigerant charge shall have a red tracing dye added.

Refrigerant type shall be according to CLEAN class notation.

For all remote cooling equipment stated in Appendix 3 that need to be connected to central cooling plant, alternative separate self contained cooling systems may be provided.

555 FREEZING AND REFRIGERATION STORES

The provision stores are located amidships on Deck 02, and arranged according to high marine standards for layout, outfitting, transport, etc.

Walls and ceilings shall have lining with stainless steel finish. Door frames to freezer rooms shall be equipped with electrical defrosting cables. Drip pans in freezing rooms shall be equipped with heating cables.

Shelves of stainless steel shall be adjustable and fitted with removable battens. Removable or fixed ramps/slopes shall be arranged in way of doors for easy transportation with 4 wheeled trolley.

Remote temperature reading, and alarm for trapped main in cold rooms shall be presented to the Vessel automation and control system.

All technical installations, such as cables and pipes, shall be concealed as far as possible.

Condensation drain shall be closed and connected to the drain system.

There shall be scuppers in the provision stores.

The floors in the freezer and fridge stores shall be non-skid.

Approximate chamber Capacity:

ROOM	ROOM VOLUME (M ³)	TEMPERATURE (CENTIGRADE)*
Meat Freezer stores	74	- 20 to -18
Fish Freezer stores	22	- 20 to - 18
Frozen fruit/veg/ice	19	- 20 to - 18
Poultry freezer stores	22	-20 to -18
Cold stores –dairy fridge	31	+ 0 to + 6
Fruit/Veg stores	40	+4 to + 7
Dry provision store	105	+12 to +15
FISH De-Frosting room	12,6	0 to + 6
MEAT De-Frosting room	15,8	0 to + 6
Waste room on deck 0	as per GA	+4

Note */The low temperature may be -24 C according to Regulations.

The insulation thicknesses and material shall provide the following minimum U-values:

Freezer rooms	U = 0,20 W/m ² °C
Cold storage rooms	U = 0,25 W/m ² °C

Dry provision stores

Three (3) tier shelves of galvanized steel frame with portable wooden batten and one (1) plastic bin shall be provided in each dry provision store. Fresh water tap and ample scupper shall be provided.

The insulation thicknesses and material shall provide the following minimum U-values:

$$U = 0,35 \text{ W/m}^2 \text{ } ^\circ\text{C}$$

The overhead and lining walls, where directly exposed, shall be insulated with 50 mm thick glass wool and 125mm thick foam polyurethane. Finish shall be 1.0 mm thick galvanized steel sheet on the invisible surface and 1.0 mm thick stainless steel sheet on the visible surface.



The internal overhead and lining wall shall be insulated with foam polyurethane of 100 mm thickness finished with 1.0 mm thick galvanized steel sheet on the invisible surface and 1.0 mm thick stainless steel sheet on the visible surface.

Dividing walls shall be insulated with foam polyurethane of 100mm finished with 1.0mm thick galvanized steel sheet on the invisible surface and 1.0mm thick stainless steel sheet on the visible surface.

Floor shall be insulated with foam polyurethane of 100mm thickness and covered with checkered stainless steel plate.

Corridors

Corridors shall be arranged with raised floors in order to have a flush entrance to the storage rooms.

Doors for refrigerated provision store

Doors shall be hinged with 180° opening angle, and sufficient width to admit an 800x1200 mm pallet. It shall be possible to secure the doors to the bulkhead in open position. Door and frame of each refrigerated provision store shall be made of stainless steel sheet and filled with foam polyurethane. Doors for freezer rooms shall have electric heating coils. Doors shall be fitted with an opening device arranged such that the door can be opened from either side by handle, but with no through metal.

Doors shall have a minimum sill height to allow pallet jack entry.

Miscellaneous for refrigerated provision store

Stainless steel shelves with portable battens in three (3) tiers shall be provided. One (1) ozone generator shall be provided for each store.

Note: UV air sterilisation with ozone emitter may be considered as option for each store.

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LAUNDRY EQUIPMENT

The main laundry on Deck 01 is for all linen, towels and staff uniforms.
It shall be equipped with industrial standard washing machinery and tumble driers.

Laundry equipment shall include all necessary washing machines, drying tumblers, rotary ironers, tables and baskets to wash, dry, iron and store all bedclothes, towels, curtains, coveralls and working clothes.

Crew Private clothes shall be washed in the two (2) dedicated laundry rooms amidships on deck 01.

Dirty (work clothes) and clean (private clothes, linen etc.) laundry shall be separated.

The capacity shall be sufficient to provide the above services for the number of passengers and crew.

Main laundry room (deck 01)

- Three (3) pcs. Automatic washing machines, capacity 50kg each
- Two (2) pcs. Small washer for delicate clothes and outbreak allocation, 15 kg
- Three (3) pcs. Tumble dryers, capacity 50kg
- One (1) pcs Spinner machine
- One (1) pcs Body press
- Two (2) pcs Steam iron press
- Mangler with folding attachment
- Three (3) pcs Sinks
- Three (3) pcs. Stacking frames for above machines
- One (1) pcs. Automatic washing liquid dispenser
- Three (3) pcs. Working bench
- Hanging rails for clothes and storage shelves for linen and towels with storm rails
- Uniform store with hanging rails
- Three (3) pcs. Soaking trollies w/lockable wheels
- One (1) pcs. Separate mixing tap for soaking trollies
- One (1) pcs. Cleaning hose
- One (1) pcs. Height adjustable working bench (adjustable from 800 to 1000 mm)
- One (1) pcs. Shelving, two (2) layers

Crew laundry No. 1 (deck 01)

- Two (2) pcs. Automatic washing machine
- Two (2) pcs. Tumble dryers
- One (1) pcs. Automatic washing liquid dispensers
- One (1) pcs. Working bench

Crew laundry No.2 (deck 01)

- Two (2) pcs. Automatic washing machine
- Two (2) pcs. Tumble dryers
- One (1) pcs. Automatic washing liquid dispensers
- One (1) pcs. Working bench

561 ELEVATORS

The Vessel is equipped with the following elevators, as shown on GA:

- Two (2) passengers lifts on frame 40, extending five (5) decks
- Two (2) service lifts on frame 55, extending six (6) decks
- One (1) service lift on frame 108, extending five (5) decks
- One (1) service lift on frame 63, extending from deck 02 to deck 1 and deck 0

The elevators shall be electric.

The requirements for passenger lifts are as follows:

- Capacity: 800 kg (8 persons)
- Lifting speed: 1 m/s at full load
- Minimum floor area: 1,75 m²
- Combined steel / synthetic veneer inside lining on passenger lifts and according to Architect
- Sliding doors with automatic operation, finished according to Architect



Capacities for Service lifts SL1, SL2 & SL4:

- Car size internal measure: 1100 x 2100 mm 1000 kg
- Lifting speed: 1 m/s at full load
- Stainless steel inside lining

Capacities for Service lift SL3:

- Car size internal measure: 1100 x 2100 mm 1000 kg
- Lifting speed: 0.5 m/s at full load
- Stainless steel inside lining

Common to all lifts:

- Position indicator
- Collective/selective control
- Emergency escape
- Lift cage shall contain public address speaker, auto telephone, emergency alarm and light
- Lift pits shall be accessible for inspection and cleaning
- The lifts shall be fitted with a lock-out tagging system for safety during maintenance

Lifts shall comply with the requirements of the Regulatory bodies, at least equivalent to ISO No. 8383, including operational limits.

Note: In case that chosen main diesel generators results in an insufficient maintenance envelope, passenger lift (PL1) may stop at Deck 3.

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PROVISION CRANES

Provision landing :

One (1) provision landing hydraulically or electrically powered shell door shall be arranged on each side at #56. The door shall have manual back up for closing. The door opening width shall be suitable to loading of pallets with the telescopic hoisting device arranged above.

Provision hoisting device:

One (1) telescopic hoisting device shall be arranged on each side of the Vessel in the ceiling of transverse provision area corridor. The SWL of each hoisting device shall be 990 kg. Outreach shall be 2.5 m from ship side.

Bunker station:

Two (2) bunker doors shall be implemented, manually operated located at #43 on Deck 03, with direct access to all fuel oil bunkering flanges.

The bunker station door for crew access shall be outward opening, and be equipped with ventilation louvers.

The bunker stations shall be equipped with hinged ventilation louvers opening outwards in the ship sides, through which the bunker hoses shall be led.

Loose provision handling equipment, to include pallet jack are Buyer's supply (see Appendix 1).

566 HELICOPTER INFRASTRUCTURE WITH EQUIPMENT

The Vessel shall be equipped with complete helicopter integration on deck 08, for supporting concurrent operation of two (2) helicopters of the AIRBUS H125 (Buyer's supply, see Appendix 1) size and weight.

The helicopter decks are to be arranged and fitted out to comply with the Class and IMO regulations, and the scope of CAP 437 as described in CH 022.

Helideck Monitoring System shall be provided.

The following helicopter infrastructure shall include, but not limited to:

- Landing areas
- Hangar for each of the 2 helicopters
- Lights and marking
- Fire - fighting systems
- Two (2) off Refueling skids
- One (1) off storage tank
- Wave off light
- Floodlight for windsock
- Perimeter lights
- Fixed foam system for the helideck with remote / local control
- Two (2) fireman's outfits
- Helicopter crash kit
- Two (2) fire hydrants
- Portable fire extinguishers
- Safety net
- Provision for HLO and fire team to shelter during helicopter landings/ take offs
- Emergency stop for helifuel bowser
- Earthing leads for helifuel hoses
- Helideck to have non-skid with suitable tie down points.
- Provision of a steel gutter or drip tray draining directly overboard in case of a fuel fire
- Provision for reading pitch, roll and heave motion at the helideck location
- Hinged , or otherwise Class approved handrails

DECK

The helicopter integration aft consists of a structurally integrated steel deck, partially integrated to the aft part of deck 08, and supported by pillars to the underneath transverse structure. The dimensions and location of the deck shall satisfy governing Regulations.

The deck area is based on D=13m, for compliance with the overall length of the aircraft.

The forward helicopter deck consists of a reinforced area of the deck 08 structure, with increased plate thickness, and underneath supporting structure. This deck shall also comply with the same regulations as the aft deck and have the same D-value.

The decks shall be equipped with friction surface, and surrounded by a meshed railing system. The decks shall be able to contain and drain spills.



HANGARS

Two (2) hangars are located supporting each of the helidecks. The hangar structure shall be made of welded steel, fixed to deck08 and the surrounding structure. The overhead deck structure of each hangar shall be dimensioned for the overhead sea loads, according to Class rules.

The structure shall not be dimensioned for an overhead gantry service crane.

In each of the hangars there shall be an emergency hatch.

Each of the hangars is equipped with an electrically powered hangar door type.

The hangar (or associated spaces) shall be equipped with:

- Dedicated tools
- Overhead lighting
- Electrical wall sockets
- Freshwater outlet h/c water
- Dry powder extinguishers
- Sprinkler system

LIGHTS AND MARKING

The helideck shall be equipped with deck lighting, in compliance with Rules.

A wind direction indicator shall be located in the helicopter deck area.

The helideck shall be marked in compliance with Rules.

FIRE FIGHTING SYSTEMS

A fixed foam application system consisting of either monitors or pop up nozzles shall be provided, with capacity and foam application time according to Rules. The system shall cover the complete landing deck area on each of the helidecks.

The systems shall be dimensioned for the requirements of one of the decks under fire at any time.

In addition to the fixed system, two (2) handheld foam applicators shall be provided. The fire hose connection shall be suitable for both foam equipment and fire water nozzles.

The firefighting systems shall also consist of (not limited to):

- Dry powder extinguishers
- CO2 extinguishers
- Two (2) fire hoses and two (2) fire nozzles of an approved dual purpose type
- Two (2) fire fight outfits
- Rescue equipment

The fire water shall come from the main fire line, with ingestion of 1% foam from a dedicated foam tank.

FUEL SYSTEMS

The fuel system shall be certified to CAP437 and shall consist of a structural Heli fuel tank located in the aft starboard side below deck 02, with volume of 40 m³, separated on all sides by cofferdams as required by Rules, and a distribution fueling circuit up to the helicopter decks on Deck08.



Note: If required by Canadian Rules, drummed fuel stowed in releasable racks on the stern of the Vessel shall be Buyer's supply (see Appendix 1).

Locally to the storage tank there will be a pump and filtration unit, this shall be used for separation / water removal of the fuel in the storage tank. The pump unit shall deliver fuel to a dispenser unit located on each of the two (2) helidecks on Deck 08.

The helifuel transfer pumps are located in the gasoline storage room, and the room shall be provided with mechanical ventilation of non-sparking type and having a capacity of at least 6 air changes per hour.

The gasoline storage room shall be equipped with a fixed fire extinguishing system. The room shall be equipped with fire detection system, giving alarms to the Vessel main fire alarm panels. The room shall be equipped with electrical lighting, and electrical sockets, certified to EX requirements.

Located on deck 08 there shall be a pump unit and a filling skid for each of the two (2) helidecks. The pump unit delivers fuel from the storage tank to the filling skid, integrated in the filling skid there shall be a filtration and sampling unit.

The helicopters shall be fueled directly from the filling skid on each of the two (2) helidecks. The pipework between the tank and the dispenser unit shall be routed externally on the aft end of the superstructure.

There shall also be arranged de-fueling possibilities, in order to empty the helicopter fuel tanks back to the hull integrated storage tank.

Heli Fuel Bunkering of storage tank

There shall be a bunkering station located aft on deck 03, located in the same area as the bunkering of the petrol storage tank for the zodiac boats.

The bunkering station shall be equipped with electrical lighting, certified to EX requirements.

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VENTILATION SYSTEM AND HEATING SYSTEM

Air conditioning (cooling /heating) shall be dimensioned for the following conditions:

Outside air:

In summer: +35°C, 70% r.h.

In winter: -10°C

Inside air:

In summer and winter: to satisfy the relevant comfort class.

Engine Spaces:

Design temperature inside: +5°C to +45°C

Other machinery spaces: +5°C to +40°C



General

The ventilation and air condition systems are a major contributor to the comfort, efficiency and safety of the Vessel. The requirement to full and undiminished performance of the wide environmental definition sets significant technical challenges to the system layout.

The system shall have the required performance in cold and in hot climates.

When selecting fans, intake and outlet areas, channels and ducts, great focus must be put on lowest possible noise characteristics, in order to satisfy the requirements of the specified Comfort Class.

External air intakes for engine rooms, thruster rooms, equipment rooms and HVAC systems rooms shall be equipped with grilles/water separators with high efficiency.

Electrical Heat Tracing shall be fitted to all ventilation intakes as necessary for compliance with PC6 notation.

Silencers shall be integrated into the ducts if necessary. Fans shall be resiliently mounted and with elastic compensators towards rigidly mounted ducts.

Filters, coolers, heaters etc. shall be arranged for easy service/maintenance access.

571

VENTILATION AND AIR CONDITION SYSTEM

The ventilation and air condition system shall provide heating and cooling for areas for passengers, crew and technical installations.

The main arrangement of the Vessel is subdivided in to three (3) main fire zones. Each of the fires zones shall be equipped with their own, dedicated and autonomous air-condition ventilation intake and distribution systems.

Several ventilation air handling unit rooms are located in the three (3) main fire zones, consisting of intakes, the ventilation unit enthalpy unit, plus ducting to the various room types.

The system is characterized as fan coil air conditioning system with energy recovery by enthalpy exchanger.

The basic philosophy is to deliver a system with state of the art energy recovery combined with maximum comfort for the passengers and crew. The system is provided with automatic temperature control in every room, using both re-heat, local cooling and airflow adjustment to provide the requested temperature.

For all systems (except Galley), the central energy recovery is by the use of enthalpy exchanger being a wheel rotating through the exhaust airflow and the fresh air flow, transferring energy and humidity between the flows.

During winter operation the exhaust air is hot and humid compared to the fresh air from outside. Heat (energy) and humidity are transferred from the exhaust air to the colder and dryer supply air providing pre-heating and pre-humidification of the fresh air.



During summer operation the exhaust air is cold and dry compared to the fresh air from outside. Heat (energy) and humidity are transferred from the supply air to the colder and dryer exhaust air providing pre-cooling and de-humidification of the fresh air.

Control of temperature in the individual spaces is achieved by choosing the desired set point on the room thermostat in each room.

Some fans are required to complement the function of the CFCU fan coil air condition system, commonly referred to as Accommodation Exhaust Fans.

The systems shall be based on the requirements of system performance at ambient conditions specified in CH 014.

General air heating shall be based on hot water central heating system utilizing water/air heat exchanger in main HVAC central unit (see SFI 577). The heat generation may be a combination of waste heat and oil fired boiler.

General air cooling of accommodation shall be based on chilled water system.

The HVAC and ventilation system shall as a minimum be based on the Comfort notation relating to air changes.

A capacity analysis shall be carried out based on the heat load conditions of each room/compartment. The analysis must also account for the temperature requirement according to the Comfort class.

Passenger cabins

The basic philosophy is to deliver a system with good energy recovery combined with 100% fresh air supply providing maximum comfort for the passengers and crew.

During no occupancy in the cabins the systems goes into a basic ventilation mode, saving energy when there is no use for maximum comfort. This shall be controlled by the key card of the cabin door, and the opening of the balcony door.

A minimum of fresh air (based on fresh air per person) is treated in the air handling and distributed through the thermally insulated spiro duct system to the CFCU unit that is placed in the wet module of the cabin. In the CFCU the fresh air is mixed with the return air from the cabin and supplied to the cabins through ceiling boxes with diffusers.

During winter operation the air is only pre-heated in the air handling unit as it is re-heated in the CFCU unit in each room. The re-heat is carried out by electrical heating elements located inside the cabin unit, controlled from a room thermostat. The air is pre-heated to a commonly accepted supply air temperature and re-heated individually according to the room occupant's preferences. "Variable Air Volume" function (VAV) is used in the CFCU unit to maximize the energy saving, varying the supply airflow in each cabin based on the need of that exact cabin.

The PLC-controlled combination of re-heat and VAV provides both maximum comfort and good energy saving.



Crew Cabins

The basic philosophy is to deliver a system with good energy recovery combined with 100% fresh air supply providing maximum comfort for the crew. The system is provided with automatic temperature control in every room.

Air treatment takes place in the air handling unit where after the air is distributed through the thermally insulated spiro duct system and supplied to the individual spaces through cabin units.

During winter operation the air is only pre-heated in the air handling unit as it is re-heated in the cabin unit in each room. The re-heat is carried out by electrical heating elements located inside the cabin unit, controlled from a room thermostat. The air is pre-heated to a commonly accepted supply air temperature and re-heated individually according to the room occupant's preferences.

Public spaces

For public spaces, including the excursion ready room, the air is pre-heated in the air handling units, and is re-heated by zone heaters (hot water or electric) mounted in the ducts or on the outlet of the air handling units.

Temperature control is by temperature sensors placed in the exhaust ducts or room thermostats.

Supply air and exhaust air is through "rain-fall" systems with perforated ceiling or slots.

Galley:

Supply temperature shall be 10°C lower than outside temperature during summer operation and +20°C during winter operation, according to ISO-9943.

Waste room

The waste room on deck 0 shall be cooled by a dedicated room cooling unit similar to the cooling machinery for provisions, or connected to one of the provisions cooling systems. The room shall also be equipped with an extraction fan, which normally is not in use, and shall only be needed in the case of odor problems.

Wheelhouse

The main wheelhouse air supply is distributed from a dedicated HVAC unit.

A defroster system for all windows shall be arranged. The wheelhouse windows are served by a defroster system, consisting of an electric heating unit / elements, distribution duct arrangement, a sufficient number of nozzles and low-noise fan. The air supply is controlled step-less (or maximum 3 steps) from a panel in the wheelhouse.

Restrooms and bathrooms

Toilets shall be ventilated by exhaust air from the adjoining rooms.

Exhaust air shall be arranged from sanitary rooms to enthalpy exchangers in AHU's. Exhaust fans shall be designed to make under-pressure in the rooms.

HVAC/refrigeration tools, spares, gages are Buyer's supply (see Appendix 1)



574 VENTILATION OF ENGINE & MACHINERY ROOMS

Engine rooms

The engine rooms shall have over-pressure ventilation, supplied by frequency controlled axial fans. The electrical powering of the axial fans for each of the engine rooms shall be powered from the main switchboard of the same engine room. This is to achieve compliance with the SRtP requirements.

Exhaust fans from each engine room shall be implemented.

The fans shall be designed with the ISO standards as listed in CH 022. The fans shall be controlled by the automation system. Automation system shall use temperature and overpressure as input to control ER ventilation.

The air intakes shall be equipped with mist eliminators.

Internal ducting shall be used for optimum distribution of inlet air, and avoidance of heat build-up.

The air intake to engine rooms shall be equipped with noise dampers in order to comply with the Comfort notations.

Propulsion rooms

The propulsion rooms shall be ventilated by axial fans, and local installed coolers. Each room has its dedicated equipment.

Tunnel thruster rooms

The thruster rooms shall be ventilated by axial fans, and local installed coolers. Each room has its dedicated equipment.

Instrument rooms

An air-condition plant shall be installed for keeping a maximum temperature of 24°C in the instruments rooms on Deck 06. The selected cooling capacity must be based on the actual heat load conditions within each of the instrument rooms.

Elevator casing

The elevator casings for the three (3) service lifts of #55 and #62 shall be equipped with extraction fans located above the casing top.

The elevator casings for the two (2) passenger lifts of #39 shall be equipped with extraction fans located above the casing top.

Excursion boat hangar

The hangar is an EX area, as well as the Gasoline/Storage and Bunkering room. The ventilation system shall be designed for this standard and shall include heating of the space.

Helicopter hangars

The hangars are designated EX areas. The ventilation system shall be designed for this standard and shall include heating of this space.



Natural Ventilation

Naturally ventilated rooms are in general arranged with ventilation opening in wall, on entrance door or with air pipe.

577 CENTRAL HEATING SYSTEM

A fresh water based central heating system that utilizes waste heat from engines for heating purposes shall be arranged.

A steam based heating system shall be evaluated, as an alternative to hot water as media in the economisers and oil fired boiler.

The main principles of the central heating system are as follows:

- Waste heat is taken from engine exhaust gas boilers and/or cooling systems through heat recovery heat exchangers, one (1) unit for each engine.
- One (1) oil fired hot water boiler shall be used as an alternative to or in combination with engine heat recovery.

This system shall be able to produce heat when main engines are running with sufficient power to produce excess heat.

The system shall be fitted with two (2) independent heating circuits as described below:

Circuit 1

- Sanitary Hot Water

Circuit 2 (using FW / Glycol mix)

- heating of accommodation through water/air heat exchanger in main HVAC central

The above systems shall be arranged with possibilities to isolate failed components for continued operation on intact part of system, and in compliance with SRtP philosophy.

Four (4) off circulation pumps shall be installed, two (2) per system, duty and standby.

The system shall be arranged with header tanks as appropriate.

The heating system shall be connected with the engine fresh water cooling system with a plate heat exchanger, one (1) in each engine room for engine pre-heating.

578 CHILLED WATER SYSTEM

Two (2) FW chiller units shall be provided, each 60% capacity, located in separate fire zones.

A SW bypass around the chiller units shall be provided with an exchanger with the chilled water loop to provide direct SW cooling to utilize the cold seawater to avoid using the chiller units.



The exchangers shall be two (2) titanium plate coolers, each about 400kW cooling capacity based on 8 Centigrade SW inlet temperature.

581 SANITARY SUPPLY SYSTEMS

Fresh water from the fresh water tanks shall be supplied to the following system by means of a redundant hydrophore and sterilizer system.

Two (2) Fresh water transfer pumps of sufficient capacity shall be installed.

Two (2) hydrophore and sterilizer systems shall consist of; two (2) supply pumps, one (1) hydrophore tank, one (1) sterilizer and one (1) hardening filter.

The hot water circulation system shall consist of two (2) off-circulation pumps of 2 x 100%, two (2) calorifiers, heated by the central heating system, ref SFI 577. 400 kW of thermal energy from boilers, supplemented with 100kW of electrical energy will be provided.

Two (2) hot water tanks with capacity of 2m3 each, 8 bar G to be provided.

The sanitary cold water system redundancy shall be provided for in order to comply with SOLAS SRtP requirements.

Electrical heating shall be installed in both calorifiers as back-up.

All materials used in potable water systems shall comply with the Class and USPHS requirements. All connections to possible contamination sources such as washing machines etc. shall be by double barrier (generally two non-return valves).

Condensed water produced by the air condition system shall be collected into one of the technical water tanks for use in the laundry machines if in accordance with USPH. For fresh water filling/bunkering station, reference is made to SFI 777.

Potable water treatment chemicals are Buyer's supply (see Appendix 1).

582 SANITARY DISCHARGE SYSTEMS

The sanitary discharge plant shall consist of one, alternatively two, processing plants with a capacity of at least 100 % of the daily waste water flow.

Note: Optionally, membrane system will be evaluated as alternative.

Alternatively two (2) complete biological sewage treatment units shall be installed, one (1) for black water and one (1) for grey water. The design capacity shall be the same as for the fresh water system and sewage system respectively. The unit shall comprise all necessary equipment such as tanks, pumps, instrumentation, etc. The two systems shall be interconnected. Each sewage treatment plant shall consist of operating, settling and chlorination compartment.

Flushing nozzles connected to the fire water system shall be arranged in the black water collecting tanks and sludge tanks to aid in evacuating tank.



The liquids in tanks (sewage and treated water) can be transferred by means of a discharge pumping system. Discharge pumping system consists of one (1) (freestanding or component incorporated) discharge pump and one (1) eductor. The pump capacity is to be 15 m³/h - 30 MLC.

The pump allows the pumping of treated sewage or untreated sewage in emergency situations to overboard. A separate sewage overboard pipe is to be arranged below deepest load line in vicinity of the tank.

One (1) shore connection with IMO flange for sewage is to be arranged on Deck 03 per the arrangements.

An eductor is to be arranged parallel to the pump as back-up. The eductor is to be driven from emergency fire pump. The function of eductor is emergency discharge overboard and cannot be used to transfer between the tanks.

Wastewater treatment plant chemicals are Buyer's supply (see Appendix 1).

Grey water

Showers, washbasins, laundry equipment and water-operated galley equipment shall be drained directly overboard or to a holding tanks when in port or a zero discharge area.

The system shall consist of a mixing tank, a pre-filtration treatment unit and final disinfection, and shall be able to treat all the daily grey water from accommodation, laundry, galley.

A manual operated bypass line for direct drainage overboard for each of the main fire zones shall be arranged, in case the main system is prevented from functioning.

A grey water holding tank shall be required in order to comply with DNVGL CLEAN notation.

Black water

A marine vacuum sewage system shall be installed, consisting of two (2) main units.

The vacuum black water system shall collect sewage from toilets through pipes and manifolds and sewage down comers. Each down comer shall be connected to maximum 30 toilets, and shall be provided with a full port isolation ballvalve, which has no flow restriction in the open position and clean-out.

The sewage system shall discharge to the waste water treatment system, or to sea, or to facilities ashore.

Black water holding tank and BIO tank shall be fitted with low pressure air bubbling system connected to the service air system effective to further reduce the BOD within the tanks.

The sludge outlet from the waste water treatment system shall be discharged into a dedicated tank (bio sludge tank), directly overboard, or ashore via bunker stations.



The waste water treatment plan shall provide treated water in compliance with the latest requirements of ADEC (Alaska dept. Environmental conservation), IMO regulations, Baltic regulation MEPC 227(64), including section 4.2.

The vacuum system shall be based on fresh water flushing.

The vacuum toilet system shall consist of four (4) vacuum creating pumps on two (2) skids, one (1) running, one (1) standby for extra peak load. If the system has a CPU control, the system shall then have a redundant CPU control or emergency control.

The sewage system unit shall discharge sewage to the waste water treatment plant by means of its own pumps. It shall contain an ample number of valves allowing isolation of parts of the system.

General

Piping for the black and grey system shall be of PVC or stainless steel (Blucher or equivalent). In the machinery space the piping shall be of stainless steel, or galvanized.

Water closets shall be of vacuum type and white vitreous china.

The grey/black water system and the fresh water supply system shall contain an ample number of valves and unions or take down flanges, allowing isolation of parts of the system for easy maintenance.

All floor drains shall be of stainless steel and be equipped with perforated stainless steel cover plates.

583 WASH BASINS, TOILETS AND SANITARY EQUIPMENT

The sanitary system shall include the following:

- Bathroom type sinks with H/C water mixer tap for crew cabins and PAX toilets.
- Stainless steel kitchen type sinks with H/C water mixer tap in galley
- Stainless steel kitchen type sinks with H/C water mixer for pantries
- Stainless steel sink with H/C water mixer tap and hose connection for engine rooms, and excursion equipment room.

The sanitary rooms shall be equipped and arranged for easy and efficient maintenance and cleaning.

Fresh water systems shall employ low flow fixtures, including low flush urinals, dual-flush toilets and low flow sinks. Water taps shall be of one handle type or touchless faucets in public washrooms.

Each shower shall have an auto mixing valve with thermostat and ceramic valves and a showerhead of hand type.

The toilet bowls shall be of the bulkhead mounted type, and shall be of the same type throughout the Vessel. The design shall be of the latest type, with full access to the operating mechanism



from the technical space. The toilet bowls shall be of the super silent type or similar, with pneumatic push buttons.

Exposed metal fittings and accessories shall be of nickel chrome plated brass.

Plumbing supplies and spares are Buyer's supply (see Appendix 1)

584

DRINKING WATER COOLERS

Fourteen (14) water bottle filling stations, with filters, two (2) each on decks 1 to 7, shall be fitted. Example "Elkay" or similar.



6 MACHINERY – MAIN COMPONENTS

600 GENERAL

All machinery shall be designed, constructed, tested and installed in accordance with the Class rules and manufacturer's practices, providing access for serviceability without dismantling each item or neighboring items, and a minimum of maintenance.

Access for maintenance, serviceability and unfastening of all equipment shall be ensured, and the Builder shall during project execution present documentation/drawings showing access of these points.

The construction, material and fittings for the main generator sets, etc., shall be in accordance with the manufacturer's standard.

The arrangement of all propulsion and steering systems and machinery is to comply with the Class notation and other specified Regulatory bodies and Buyer's details as specified below.

Design temperatures for machinery shall be compliant with the environmental load requirements of IACS UR M40.

The Vessel shall be arranged with two (2) fully redundant machinery and propulsion systems according to SOLAS Safe Return to Port (SRtP) requirements.

Regarding design and installation of the propulsion units, effort shall be made to avoid noise and vibrations generated by cavitation during transit, turning, acceleration/retardation and maneuvering.

The propulsion unit supplier shall contribute to achieve an optimum installation with hull line adjustments as required for minimum hull resistance and minimum negative propulsion/hull interaction effects.

The main propulsion units shall be connected to the automation system (see SFI 792).

Following sea trials, all filters of this chapter shall be renewed.

Engine rooms

The two engine rooms are arranged with watertight bulkheads and with A60 fire protection according to Rules. The A60 fire protection shall also be on the bulkhead between the 2 engine rooms.

625 MAIN GENERATORS

The generator sets with flexible coupling shall be delivered complete from the supplier with all required control systems for operation, and shall have been subjected to a FAT at suppliers premises including load tests according to Class Rules.



The engine/ generator base frames to be resiliently mounted to the Vessel bed plates. Base frames shall be designed to provide the stiffness required to maintain the alignment required by the engine/generator coupling at all Class required inclinations of the Vessel.

Four (4) off medium speed main diesel engine generator sets (DEG) running on MDF shall be installed in separate aft and fore engine rooms, two (2) off in fore engine room and two (2) off in aft engine room. Each engine room shall have one (1) DEG rated at approximately 1900 kWe and (1) DEG rated at approximately 2500 kWe.

Refer to SFI 70 for fuel details.

The main gensets shall be approved by Class and delivered with corresponding Class certificate. Main engines shall be certified according to IMO Tier III. EPA Tier 4 emission requirements are also acceptable.

The main engines shall be equipped for air start. Starting shall be automatic from the PMS (see SFI 792). Hot Start Systems shall be provided to enable immediate load up of the engine and starting shall also be arranged locally in the engine room. Hot Start System to pre-heat lube oil and jacket water to minimum full load operating temperatures per manufacturers requirements.

Main engines shall be delivered with controls and instrumentation according to Class requirements.

Spares and tools for the engines shall be delivered according to Class' requirements and as per standard scope of supplier/manufacture. Generator engine injector tester and any additional spares are Buyer's supply (see Appendix 1).

The following shall be included:

Remote diagnostic system for service and fault findings etc. with a minimum of one (1) year subscription.

For electric generator, see SFI 861.

631 MAIN PROPELLER PLANT

Two (2) off electric motors drives via two (2) reduction gears two (2) fixed pitch propellers.

Refer to SFI 898 for details of motors.

The propellers shall be statically balanced and designed and optimized for service condition / service speed of 16 knots at design draught. Ref. section 102.

Keyless fitting of the propeller hub to the shaft with hydraulic nut, or propeller hub flange mounted to the propeller shaft shall be provided. Propeller cap shall be fitted.

During design of the propeller special consideration shall be given to minimizing cavitation and maximizing efficiency of Vessel operation. Supplier shall prove the propeller design by numerical analysis regarding efficiency, cavitation and induced pressure impulses.



Maneuvering by direction and / or speed control from wheelhouse and bridge wings, ECR and Local shall be arranged.

Propeller data

- Number of units : Two (2), one (1) per shaft
- Type : Fixed pitch (FP) propeller
Designed for ice class PC6
- Number of blades : Four (4) bolted to propeller hub with SS bolts
- Diameter : abt. 3.60 m
- R.P.M. : abt. 170 rpm (TBA by supplier)
- Material : Ni-Al Bronze
- Rotation : Outboard turning Port and STB

Two (2) spare blades, one (1) left and one (1) right, and bolts shall be provided included in the lightweight of the Vessel, and delivered on the Vessel.

Shafting

Shafting (one (1) set per propulsion chain) of forged steel shall be supplied, subject to propulsion train maker's final configuration.

Bearings shall be fitted as recommended by maker.

Propeller shaft arrangement shall comply with Class notation for tail shaft monitoring with temperature monitoring /alarm.

The propeller shafts shall be fitted with a slip-ring and brush-gear type earthing arrangement, with self-monitoring.

Shaft turning and locking device shall be installed.

Propeller shaft spare seals are Buyer's supply (see Appendix 1).

Stern tube

All bearings of the stern tube shall be lubricated by bio-oil.

Stern tube to fulfill Class requirement for extended intervals of shaft survey.

Temperature monitoring of stern tube bearings arranged with double temperature sensors, for monitoring of bearing's temperature, connected to computer system with readouts and alarms, to satisfy the requirements of TMON Class notation.

A pressurized lubrication system for the stern tube bearing and intermediate bearings (if any) shall be arranged, according to vendor's recommendations.

Stern tube sealing and rope knives

A guard plate shall be fitted between the propeller hub and stern tube boss, and provided with rope guard. The rope cutter shall be capable of cutting the heaviest grade of mooring rope employed by the vessel, without undue stress on the propulsion shaft line.

Rope guard / cutter shall be capable of renewal without removing tail shaft.



637 REDUCTION GEAR

The propulsion system includes two (2) main reduction gearboxes, for input 900 RPM and output appr. 170 RPM, at full power delivered to the propellers.

The gearbox consists of integrated thrust bearing, and self - contained pumps for lubrication and freshwater cooling.

The gearbox casing shall be made of nodular cast material.

The reduction gear shall be able to operate in both rotations.

Cold start and low RPM operation over longer periods shall be accounted for.

640 BOILERS

The central heating system described in SFI 577 shall receive its heat from the following heat generators:

- Main engine heat recovery by catamisers
- Main engine heat recovery by cooling water heat exchangers (ref. SFI 722)
- MDF-fired boiler (approx. 1350kW)

CATAMISERS

For the engines to meet IMO TIER III NOx emission level, SCR Catamisers and a urea tank, about 40m³, shall be installed.

Four (4) combined SCR Catamisers and exhaust gas heated economizer shall be installed, one (1) in each engine exhaust line utilizing waste heat in the engines exhaust gas and supplying hot water to the circuit in series with the oil-fired heater.

The unit to have the following arrangement:

- Number of units : Four (4) (two (2) in each casing)
- Type : Combined SCR and exhaust gas heated Economizer (Catamiser)
- Capacity : Shall be suited to utilize the waste heat available

Each Catamiser shall be designed for maximum heat production from engine exhaust at 90% MCR.

The solution of separate SCR and EGB may be evaluated and applied if technically acceptable.

665 EMERGENCY GENSET

The emergency generator set shall be able to deliver 640 kWe electric power. Final capacity shall be confirmed by Vessel specific emergency electric load list, as required by Rules and Class.

Engine and generator shall be water cooled configured in a closed system with air cooled radiator.

Engine primary start system shall be electric, powered by a dedicated battery package.



The emergency genset shall be delivered with engine and generator rigidly mounted on a common base frame which is then resiliently mounted to the deck in the location as shown on the GA.

There shall be installed a separate diesel oil day tank with capacity according to minimum IMO requirements continuous operation and an emergency switchboard within the emergency generator room.

Spares for the machinery shall at least meet the Class' requirements and minimum that is included in the standard delivery of the supplier/manufacturer.

Minimum one (1) set of spare filters and belts shall be delivered.

For electric generator, see SFI 861.



7 SYSTEMS FOR MACHINERY

7 PIPING SYSTEMS GENERAL

For seawater systems the same type of material shall be used as far as possible in order to avoid galvanic corrosion. Alternatively, proper isolation and/or integrated anode blocks shall be secured. Materials used shall be seawater resistant.

Where required, pipes, valves and materials shall be delivered with Class certificates.

In all systems, possibilities for by-pass around filters, etc. shall be arranged.

Isolation valves shall be installed on both sides of components such as filters, coolers etc.

All pumps shall be started and stopped manually, and manometer shall be installed on suction and discharge side.

Pipes shall generally be routed as straight as possible with a minimum number of bends. However, long-straight-lengths, for instance between bulkheads, shall be provided with suitable expansions.

A sufficient number of joints shall be provided, so that all systems can be easily dismantled. When fitting coolers, pumps etc., easy dismantling of components shall be carefully considered.

Oil carrying pipes and electric cables shall be routed with ample distance to each other and to hot pipes/components (potential ignition sources). Protection of oil pipe flanges, couplings etc. according to Rules.

In general, all pipe lines shall be routed so that water pockets are avoided. In particular, this applies to fire lines, water lines, air pipes, drain pipes and other lines where frost damage may occur. Where such pockets are unavoidable or such arrangement is undesirable, easily accessible drain valves shall be arranged. Fire lines on open decks shall be arranged with a slope ending inside Vessel, and valves for closing, de-airing and drainage shall be arranged for easy drainage and practical subdivision of the systems.

All pipes shall be well secured with clamps, spaced as required to avoid mechanical damage or damage caused by vibrations. Necessary expansion elements or suitable arrangements for expansion shall be included.

Piping shall in general be routed with acceptable clearance to structure, fire insulation, cable trays etc.

All pipe connections to engines shall be equipped with flexible joints of approved type, alternatively, hoses type approved by engine manufacturer and Class.

All clamps on steel pipes shall have inserts of suitable clamping material.

Galvanized pipes shall have galvanized clamps, bolts and washers.

Hydraulic pipes shall be designed with noise reduction in view. Flexible clamps and bushings through bulkheads etc. shall be used. Bends shall have large radius, where possible.

The following piping materials shall be used:

SFI	System	Pipe type / Material	Standard
444	High pressure cleaning	Stainlesssteel 316L	EN 10305 (stst 10217-7)
554	Provision refrigeration	Copper pipes / Hard Cu pipes R290, Annealed R220 / R221	EN 1057
571	HVAC	SPIRO pipes	
578	Chilled water	Copper pipes / Hard Cu pipes R290, Annealed R220 / R221	EN 1057
	Machinery and service spaces	General steel pipe, Hot dip galvanized / P235	EN 10216 / EN10217
	Accommodation areas	Lightweight piping plastic	ABS Lite pre-insulated for chilled water
581-100/200	Sanitary FW machinery and service spaces	Lightweight piping plastic	ISO 15874
	Accommodation areas		
582-100/200	Sanitary discharge (grey water & black water)	stainless steel push fit for black water, lightweight plastic for grey water	
		Acc. to LL requirements General steel pipe, Hot dip galvanized / P235	EN 10216 / EN 10217
582-500	waste water system	Lightweight plastic	
640-100	Hot water circulation system heat recovery	General steel pipe / P235	EN 10216 / EN10217
	Hot water heating coils in tanks	Sludge tank: General steel pipe / P235	EN10216 / EN 10217
		FW and Urea tanks: Stainless steel pipe 316L	EN10305

SFI	System	Pipe type / Material	Standard
701-100/703-100	Fuel oil filling and transfer/Fuel oil supply system	General steel pipe P235	EN 10216 / EN10217
		Precision steel pipe / E235	EN10305
703-500	Quick closing valves	Cable pipes multi core pipes	
		Precision steel pipe E235	EN 10305
711-100	Lubricating oil - general	Precision steel pipe / E235	EN10305
		General steel pipe / P235	EN 10216 / EN10217
711-400/600	Lub oil & hydraulic oil for thrusters.	Precision steel pipe / E235	EN10305
721-100	SW cooling	Cu Nickel (90/10)	EN86019
		Alternative: Vulcanized General steel pipe/P235 ≤ DN 40	EN10216 / EN10217
		Alternative: GRP/GRE	
722-100/200/500/600	FW cooling in general	Precision steel pipe / E235	EN10305
		Standard steel pipe / P235	EN10216 / EN10217
	FW cooling frequency converters	Stainless steel pipe, AISI 316L	EN10217
730-100	Compressed air. Start air	Precision steel pipe / E235	EN10305
	Working air	Precision steel pipe / E235	EN 10305
	Instrument air	AISI316L Tubing	EN 10305

SFI	System	Pipe type / Material	Standard
740-100	Exhaust pipe	Steel Exterior part : AISI 316L	Material S235JRG2 welded steel tubes
	Urea	Precision tubes 316L	EN 10305
		Stainlesssteel 316L	EN 10217
761-100	FW production system - RO	Lightweight plastic Standard steel pipes	ISO 15874 EN10216 / EN10217
	FW production system - EVA		
762-100	Technical FW system	Lightweight plastic	
801-100	Ballast	Standard steel pipe, Hot dip galvanized / P235 Alternative: GRP/GRE	EN10216 / EN10217
803-100	Bilge	Standard steel pipe, Hot dip galvanized / P235	EN10216 / EN10217
803-300	Oily Bilge water / Sludge handling	Precision steel pipe /E235.	EN10305
		Standard steel pipe /P235	EN10216 / EN10217
804-100	ExternalDrains	Standard steel pipe, Hot dip galvanized / P235	EN10216 / EN10217
804-200	Internal drains: Accomodation	St. St thin-walled Press fit/push fit	-
	Machinery and service areas	Standard steel pipe / P235	EN10216 / EN10217
		St.St. thin walled Press fit/push fit	-
		Threaded steel pipe	EN 10255
	Drain from AHU / fan coil to scupper	lightweight plastic pipes	Plastic, non- classified systems
813-100	Fire / Deckwash system	Hot dipgalvanized / P235	EN10216 / EN10217
814-100	Water mist	AISI 316L	EN10305

SFI	System	Pipe type / Material	Standard
	Suction side	Hot dipgalvanized / P235.	EN10216 / EN10217
821-100	Tank vent / overflow	Oil tanks: General steel pipe/ P235	EN10216 / EN10217
		Coated tanks: General steel pipe, Hot dip galvanized / P235	EN10216 / EN10217
822-100	Tank sounding, manual tank sounding pipes	General steel pipe, Hot dip galvanized / P235	EN10216 / EN10217
831-100	Common hydraulic systems	Precision tubes	EN 10305-4
	On outside decks and wet areas,, zodiac hangar, embarkation openings, stern ramp,	Precision steel tubes 316L	EN10305
Manometer and Pressostats 8-10mm	General	Stainlessteel 316L	EN 10305
	SW - CuNi system	CuNi for the connection to the seawater CuNi pipes,, from valve use Copper pipes / Hard Cu pipes R290, Annealed R220 / R221	EN 1057 / EN 86019

Note: Where plastic pipes are predicted, stainless piping AIS304 or AIS304L may be applied pending upon Rules & Regulations and for higher nominal diameter of pipes.

Valve standard

General	Valve type	Dimension DN	Body material	Internal	Note
General - all systems	Butterflyvalve - Lug/ wafertype	DN 50 and above	Ductile Iron	NBR -15 - 80 C / EPDM -15 to 120 C	Ship side valves Class certified
	Gate Valve	All dimensions	Ductile Iron		Note: Polar Code requires full bore valves for sea inlets
General - all systems	Ball valve—	Dn< 50	Stainlesssteel	PTFE	Dowty ring on FO systems
General - all systems	NR valves - Swing check type	All dimensions	Stainlesssteel or RG5		Alternative duo-check
Special requirements					
FO consumption in ER	Globe valve with bellow seal	All dimensions	Caststeel		
Fire hydrant valve	Globe valve with hose connection	DN 40, -50, -65	Bronze RG5	NBR packing	Storz hose coupling w/ cap
Manual flowcontrol	Diaphragmvalve	All dimensions	Ductileiron	Butyl rubber lined for SW system	
Tank vent checkvalves	Ball type	All dimensions	Al or galvanized steel	Float disc; PVC / ABS or PE	Type approved, heating available
Overboard drains, sewage etc	Storm flapvalve	All dimensions	Ductile Iron	Bronze Rg5	

Pump standard

MEDIUM/SYSTEM	CASING	IMPELLER	SEAL	DESIGN	SPEED RPM
Sea water;					
SW cooling	NiAlBronze	NiAlBronze	Mechanica I	Centrifugal - close coupled w/priming	1750
Ballast	NiAlBronze	NiAlBronze	Mechanica I	Centrifugal - close coupled w/priming	3500
Fire pumps	NiAlBronze	NiAlBronze	Mechanica I	Centrifugal - close coupled w/priming	3500
Bilge	Castiron	Stainlesssteel	Gland	EccentricscREW pump	300 - 500
Fresh water, continousrunning;					
FW-cooling	Nodularcastir on	NiAlBronze	Mechanica I	Centrifugal - closecoupled	3500
Chilled water	Nodularcastir on	NiAlBronze/castir on	Mechanica I	Centrifugal - closecoupled	3500
Hot water circulation	Nodularcastir on	Cast Iron	Mechanica I	Centrifugal - closecoupled	3500
FW circulation - general	Nodularcastir on	Cast Iron	Mechanica I	Centrifugal - closecoupled	3500
Fresh water, intermittent running;					
FW transfer	Nodularcastir on	Castiron		Centrifugal - closecoupled	
Fuel oil/ Lub oil, intermittent operation;					
FO transfer	Cast Iron	castiron	Mech	Screwspindle	
LO transfer	Cast Iron	castiron	Mech	Screwspindle	
Sludge pumps	Cast Iron	Stainlesssteel	Gland	EccentricscREW pump	300 - 500
Misc pumps					
Sewagedischarge	Cast Iron			EccentricscREW pump	max 500
Grey water	Cast Iron			EccentricscREW pump	max 500

All piping systems shall be properly cleaned before taken into use. Minimum cleaning procedure shall be according to the system suppliers' requirements and approval by Buyer.



All pressurized systems shall be pressure tested to the satisfaction of Class and Buyer.

When designing all systems, efforts shall be made to obtain simple solutions. Redundancy of systems shall only be done where this is found absolutely necessary, to satisfy Class notation and/or Flag State requirements or where it is recommended for safe operation. All system solutions shall be submitted to the Buyer and to Class and Flag State as applicable.

The Vessel's overall redundancy is achieved by two (2) independent propulsion plants and two (2) independent electric power production and distribution plants, to satisfy SOLAS SRtP requirements. This philosophy shall be maintained also for pipe systems affected by the Vessel's overall redundancy.



70 FUEL SYSTEMS

General

Fuel systems shall be installed for main generating sets, Oil Fired Hot Water Boiler, and Emergency Generator Engine, lifeboats, MOB, waste incinerator and arranged with bunkering, purifying, filtration, supply and drain system as necessary.

Specification of fuel MDF:

Fuel specification should cover requirements for MDF: SOx A (Sulphur max 0,10%/min.2 cST at 40 deg C).

Main engine shall burn MDF only, according to manufacturer's recommendations, shall be compatible with the SCR system in order to comply with IMO Tier III requirements or EGR system, as applicable.

Oil Fired Hot Water Boiler shall burn MDF.

Emergency diesel engine shall burn MDF.

Incinerator shall burn MDF.

All drains shall be led to the FO drain tank or sludge tank.

701 DIESEL OIL TRANSFER & DRAIN SYSTEM

FO transfer pumps

Number of pumps :	Two (2), one (1) per engine room
Capacity :	abt. 10 m ³ /h at 3.5 bar
Type :	Horizontal or vertical, gear or screw type, Electric motor driven.

The transfer pumps shall take suction from MDF bunker tanks and discharge to MDF settling tanks in either engine room, via normally closed valves between each engine room and to transfer MDF between storage tanks. It shall be possible to empty the fuel oil tanks and deliver to shore/tank truck via bunkering line, by using the transfer pumps.

One (1) strainer shall be fitted in pumps suction side.

Separate, dedicated pump(s) shall be provided for filling and draining diesel oil tanks in four (4) lifeboats and one (1) MOB boat. It shall also be possible to transfer MDF to and from emergency genset service tank using the same pump.

Hull integrated storage tanks shall be arranged as follows (volumes at 100% filling):

- MDF storage tanks total : abt. 873 m³
- One (1) MDF service tanks (fwd) : abt. 9.9 m³
- One (1) MDF service tanks (aft) : abt. 9.9 m³
- One (1) MDF settling tanks (fwd) : abt. 26 m³
- One (1) MDF settling tanks (aft) : abt. 26 m³
- Two (2) MDF drain tanks : Each abt. 3 m³



- Two (2) MDF overflow tanks : Each abt. 8.8 m³
- Two (2) Sludge tanks : Each abt. 17 m³

Capacities of service & settling tanks shall be to Buyer's and Class satisfaction.

Storage tanks shall be arranged with suitable location for Vessel stability, list and trim in all conditions from fully loaded departure to empty arrival. Storage tanks shall not be arranged directly against Vessel side or bottom and shall be arranged with possibility to drain from lowest points where practically possible, and shall comply with separation requirements of the Polar Code.

The MDF capacity allows the Vessel to operate in compliance with the endurance requirements, as specified in chapter SFI 019.

In the bottom of service and settling tanks, drain pots with drain valves shall be built, to collect and drain water and sludge.

High level and overflow alarms to be provided.

702

FUEL OIL PURIFICATION

Final configuration of the purifying system shall be based on engine maker's recommendation.

MDF separator

- No. of separators : Two (2), one (1) per engine room
- Capacity : As guidance, abt. 2500 l/h
- Type : Auto, self-cleaning, partial discharge
- Max. density : 860 kg/m³ at 15 deg. C

MDF separator feed pump

- Number of sets : Two (2), one (1) per engine room
- Capacity, each : According to separator capacity
- Type : Horizontal or vertical gear of screw type electric motor driven.

For all separators, connections for Cleaning In Process shall be arranged.

The separator feed pumps shall take suction from settling tanks and discharge through the heater and duplex filter to separator. The discharge pump on each separator shall discharge to the service tanks. The separator discharges shall be cross connected to back up each other.

Sludge and water removed from fuel oil shall be led to sludge tank.

Fuel separator units shall be fitted with a water detecting alarm.

A cleaning table and rack for storage of special purifier bowl disassembly tools shall be provided.



703 FUEL OIL SUPPLY SYSTEM

One (1) settling tank shall be located inside each engine room with capacity for approx. 24 hours operation. One (1) service tank is dedicated for each engine room, with cross connections to allow delivery of fuel to both engine rooms. Isolation valves to be fitted on either side of the engine room bulkhead.

The service tank shall have local readout and level alarm as per Rules. Reading of fuel tank level shall be possible on bridge/engine control room.

The suctions shall be lifted about 100 mm above the service tank bottom.

Service tanks to overflow to settling tanks.

Service tanks shall be provided with quick closing valves. Quick closing valves shall be pneumatically powered by service air system and shall be arranged on fuel supply lines to consumers. Position for valve actuation shall be according to Rules.

Fuel metering shall be possible. This fuel consumption monitoring system shall be arranged with read-out function in the ECR and wheelhouse, with accuracy $\pm 2\%$. Alternatively, the consumption can be taken from the engine control system.

71 LUBE OIL SYSTEM

711 LUBE OIL SYSTEM – TRANSFER & DRAIN SYSTEM

The lube oil filling and transfer system shall be in compliance with engine maker's recommendation.

Separate lube oil filling into the storage tanks through filling pipe/manifold located in bunker stations at PS & SB.

Lube oil pumps

Two (2), one (1) per engine room, lube oil transfer pumps shall be provided for diesel engines

Two (2), one (1) per propulsion room, lube oil transfer pumps for stern tube shall be provided.

One (1), for distribution from storage tank to each of the tunnel thrusters, shall be provided.

Two (2), one (1) per engine room sludge pumps shall be provided approx. 5m³/h capacity. Capacities shall be according to equipment supplier's recommendations.

Transfer systems shall be provided for filling and emptying engines, stern tube forced lubrication system and gearboxes, etc. Systems shall be segregated in order to avoid mixing of different oils.

Lube oil Transfer and Drain system shall be interconnected between engine rooms with isolation valves on each side of the bulkhead.

Drainage from lube oil purifiers and lube oil purifier heaters, main lube oil storage tank, lube oil strainer and lube oil transfer pump, etc. shall be led to sludge tank.



Means shall be provided to drain and fill bow and stern thrusters with lubrication oil.

712 LUBE OIL PURIFICATION

The lube oil purifying system shall be arranged according to maker's recommendation.

One (1) lube oil separator skid with at least 1x100% capacity shall be provided, complete with pumps, filters, heaters etc. for each engine room. The capacity of separators shall be according to recommendation of the engine supplier.

Auxiliary machinery having self-contained pressure lubricating service systems such as air compressors etc. shall be arranged in accordance with manufacturer's standard.

Suction and discharge manifold for the LO purifier feed pump shall be arranged such that it is not possible to accidentally cross connect the generator sumps when switching over from one sump to another. The separator suctions and discharges shall be cross connected to back up each other between engine rooms.

A cleaning table and rack for storage of special purifier bowl disassembly tools shall be provided.

713 LUBE OIL SYSTEM FOR ENGINES & TRANSMISSIONS

Permanent piping system with electrical pumps, necessary valves and connections for filling the engines directly from the storage tank shall be arranged. Remote start and stop of the pump shall be arranged close to engine room.

Piping system with an electrically driven pump for drainage of main engine from the lowest point in the sump to a waste oil tank shall be provided.

720 COOLING SYSTEM, GENERAL

A centralized SW/FW cooling system, per engine room, shall be provided with separate FW systems for each of the Main Gensets and separate SW/FW system for the auxiliaries. The cooling systems shall meet the requirements of Class and engine suppliers.

In addition there shall be separate systems for each of the aft propulsion rooms, aft thruster shall be included in these systems & separate system for bow thrusters.

Manometers shall be installed after pumps, and thermometers shall be installed on inlets and outlets of coolers.

721 SEAWATER COOLING SYSTEM

Per engine room, there shall be 2 x 100% SW VFD controlled cooling pumps and 2 x 100% capacity central coolers. Cooler design shall include 20% fouling factor and minimum 100% MCR at seawater temperature of CH 014.

Sea chests shall be arranged in each engine room, one (1) high and one (1) low with crossover pipe, to meet the requirements of Class and engine suppliers, including Ice PC(6) Class notation.



Including a return line from the SW cooling discharge line to circulate heated water in the ice sea chests located near the Vessel centerline.

Special considerations shall be given for the materials of the CuNi piping system to avoid galvanic couple, by use of intermediate pipe section in steel.

Bulkhead penetrations and sea water intakes /discharges shall be made in adequately protected steel.

Separate SW cooling system shall be installed for each propulsion room to supply cooling to FW cooling system for propulsion motors and drives, PS shall also supply cooling to the FW system for the aft thruster motor and drive. Each system shall include 2 x 100% pumps and 2 x 100% central coolers, capacities according to equipment suppliers requirements. Cooler design shall include 20% fouling factor and minimum 100% MCR at seawater temperature of CH 014. Including a return line from the SW cooling discharge line to circulate heated water in the ice sea chests located near the Vessel centerline.

Separate SW cooling system shall be installed to supply cooling to the FW system for the bow thruster motors and drives. The system shall include 2 x 100% pumps and 2 x 100% central coolers, capacities according to equipment supplier's requirements. Cooler design shall include 20% fouling factor and minimum 100% MCR at seawater temperature of CH 014.

Certified closing valves shall be fitted on the pressure and return sides of the SW piping. The valves shall be fitted as close to the sea chests / overboard connections as possible. Pipes between closing valves and sea chests shall also be made of certified materials in accordance with Class requirements.

722 FRESHWATER COOLING SYSTEM

The main fresh water cooling systems shall be arranged as fully autonomous systems completely within the boundaries of each engine room. The following description is applicable per engine room. Further within each engine room the FW cooling shall be split into separate systems to match the SW systems and shall supply cooling medium for the main generator sets and other auxiliaries as listed below.

Main FW Cooling System shall serve the following components:

- Main diesel engines

The systems shall be split, into one (1) per engine.

Engine mounted FW cooling pumps, for both LT & HT side shall be utilized.

Separate electrical driven circulation pumps shall be used in addition if found necessary, depending on final system configuration and recommendations from the engine supplier.

A separate fresh water cooling system with dedicated parallel branches shall serve the following components individually:

- Main alternators



- Air Handling Units Chilled Water Compressors & Condensers Systems
- Associated auxiliaries
- Any other fresh water cooled components

Electrically driven FW circulation pumps shall be installed, 2 x 100% (one (1) duty plus one (1) standby). Capacity depending on components requirements.

A Separate fresh water cooling system shall be installed in each of the propulsion rooms and serve the following components individually:

- Main Propulsion motors with drives
- Main reduction gearboxes
- Stern thruster motor with drive as part of PS system

Electrically driven FW circulation pumps shall be installed, 2 x 100% (one (1) duty plus one (1) standby). Capacity depending on components requirements.

A Separate fresh water cooling system shall be installed in the bow thruster room and serve the following components individually:

- Bow thrusters motors with drives

Electrically driven FW circulation pumps shall be installed, 2 x 100% (1 duty plus 1 standby). Capacity depending on components requirements.

Header/expansion tanks shall be fitted where necessary.

730

STARTING AIR SYSTEM

The main engines shall be equipped with air starting system with working pressure of 30 bar, in accordance with the engine supplier's standard.

The construction, material and accessories of air compressors shall be in accordance with manufacturer's standard.

Starting Air bottles shall be of cylindrical welded construction of steel plate in compliance with Class rules.

Each system in each engine room shall be able to start both engines. The system shall consist of two (2) off air cooled starting air compressors, one (1) located in each engine room, connected to two (2) off air bottles, one (1) located in each engine room, and automation equipment. System to have air/water separator and air receiver drains are to be suitably valved and have drain line run into bilge.

It shall be possible, by cross connection between the 2 engine rooms, to fill the receiver in one engine room from the opposing engine room.

Compressor and air bottle capacities shall be according to Class and engine supplier's requirements.



Additionally, the following consumptions shall be fulfilled:

- Control air consumption (ref. SFI 731).

731 CONTROL / INSTRUMENT AIR

Control / Instrument air at 7 bar shall be taken from service air system, in each engine room. Oil removal shall be carried out by oil removal filter installed in the inlet of the air drier. A drying plant of ample size capable of supplying engines and pneumatically operated valves and other sensitive equipment shall be installed. As back up, the control air shall be supplied from the starting air bottles via a pressure reduction.

732 SERVICE AIR SYSTEM

Service air shall be supplied from electrically driven service air unit with integrated air dryer. System to have air/water separator and air receiver drains are to be suitably valved and have drain line run into bilge. System pressure shall be 10 bar. One (1) working air receiver of about 800 litres and one (1) compressor with capacity approx. 100m³/h shall be included in each engine room.

Service air, size ½" shall be arranged, and where appropriate quick connections on the following:

- Engine rooms
- Propulsion rooms
- Bow thruster room
- Stern thruster room
- Technical rooms below main deck
- Zodiac Garage and workshop
- On all open decks
- Bosun's store room
- Sea chest blow downs
- SCR System / Catamisers
- Any pressurized header tanks for FW systems (see SFI 577 and 722)
- Purging of wheelhouse window washing system (see SFI 581)
- Hydrophore tank (see SFI 581)
- Connection to Urea Tank (see FSI 237)
- Black Water Tanks (max 1 bar supply)
- Fog horn
- Ice prevention air bubbling plant for ballast tanks
- Black water holding tank and BIO tank
- Urea tank sparging system effective to prevent sludge formation within the tank

Outlets shall be located close to workshop areas.

Four (4) off flexible hoses, each of 10 m length, with quick connections in both ends shall be included.



740 EXHAUST SYSTEM

Exhaust, Main Engines

Engine exhaust system shall be arranged from engine rooms into exhaust casing and to exhaust funnel.

Exhaust pipe diameters shall be selected with basis in back pressure calculations and engine manufacturer's recommendations.

Exhaust gas economizers will be water tube type with exhaust gas bypass which will be used if main engine load is over 90% of MCR.

Exhaust boiler or Catamiser as described in SFI 640 shall be selected for maximum heat recovery for the selected engines. However, due care shall be given to select a boiler solution that results in total back pressure within engine manufacturer's defined limits.

Vertical oriented exhaust silencers shall be arranged within exhaust casings and net silencing performance shall not be less than 35 dBA as required by the comfort Class notation.

Thermal insulation of thickness 80mm shall be arranged on exhaust pipes within engine rooms and exhaust casings.

The piping shall in general be built up by mild steel pipes with 4 mm thickness, but with the external part of the outlet in 3 mm stainless steel. The outlet shall be made by an aft oriented bend and with a vertical cut that restricts rain water entrance. Alternatively a lightweight modular system.

Exhaust pipes shall be arranged with suitable number of flexible bellows in order to compensate for thermal expansions, and shall be flexibly supported by the steel structure.

Exhaust, emergency genset

Emergency engine exhaust system shall be dry and arranged directly to atmosphere from emergency engine room.

Exhaust pipe diameters shall be selected with basis in pressure head calculations and engine manufacturer's recommendations.

Horizontally oriented exhaust silencer shall be arranged within emergency genset room and with silencing performance not be less than 35 dBA.

Thermal insulation of thickness 100mm shall be arranged on the pipes within emergency genset room.

The piping shall in general be built up by mild steel pipes with 4 mm thickness, but with the external part of the outlet in 3 mm stainless steel. The outlet shall be made by an aft oriented bend and with a vertical cut that restricts rain to enter.

Exhaust pipes shall be arranged with suitable number of flexible bellows in order to compensate for thermal expansions, and shall be flexibly supported by the steel structure.



Exhaust, diesel fired boiler

For any stand-alone diesel fired boilers (ref. SFI 640) the exhaust system shall be dry and arranged from relevant engine room via exhaust casing to atmosphere.

Exhaust pipe diameters shall be selected with basis in pressure head calculations and boiler manufacturer's recommendations.

Thermal insulation of thickness 80mm shall be arranged on the pipes within engine room and casing.

The piping shall in general be built up by mild steel pipes with 4 mm thickness, but with the external part of the outlet in 3 mm stainless steel. The outlet shall be made as an H-shape with 4 outlets in order to avoid wind generated flame disturbances (or alternative equivalent means can be considered).

Exhaust pipes shall be arranged with suitable number of flexible bellows in order to compensate for thermal expansions, and shall be flexibly supported by the steel structure.

All exhaust piping systems shall be arranged with drainage and valves at the lowest points.

Exhaust, incinerator

Exhaust pipes shall be arranged with suitable number of flexible bellows in order to compensate for thermal expansions, and shall be flexibly supported by the steel structure. Necessary remotely operated valve on watertight bulkhead penetration to be provided.

The general principle for operation and alarm/indication to be similar as for sliding watertight door meaning that the valve should have position indication in ECR and wheelhouse and be possible to be remotely operated from those two spaces. It shall be further investigated if valve to be automatically opened/closed for incinerator operations (with supplier of incinerator).

760

DISTILLED AND MAKE-UP WATER SYSTEMS

Two (2) reverse osmosis fresh water makers shall be arranged, each with a capacity of 50 tons/day irrespective of sea water temperature. The sea water suction shall not be connected to the same sea chest as for the sea water cooling system where seawater is used for direct cooling of equipment.

Fresh Water Evaporators connected to engine HT FW System shall be installed, 2 x 25 tons/day.

The water maker's supply is to the freshwater tanks, via dolomite filter/ water softener.

Discharge pipes for fluids that might contaminate drinking water (black/grey water, bilge etc.) shall be lead out at a safe distance from the sea chests for the water makers in accordance with Rules and Class requirements.



770 AUXILIARY EQUIPMENT AND PIPING - GENERAL

Machinery such as pumps and heat exchangers, etc. shall have isolating valves for maintenance.

General

Pumps in engine rooms shall be electric motor driven (EMD) type, unless otherwise specified. The pump speed shall be in accordance with relevant pump manufacturer's standard unless otherwise specified. The electric motor for each pump shall have sufficient power for the entire discharge range of the pump.

Positive displacement pumps shall have relief valve.

With the exception of small size pumps and specially constructed type pumps, pumps shall preferably be constructed to allow overhaul of rotating parts for inspection or replacement without disturbing piping connections.

772 HEAT EXCHANGER

General

Heat exchangers for air coolers, lub.oil cooler for generator engines, and inter-cooler of compressor, which are supplied as a part of machinery or equipment, shall be in accordance with manufacturer's standard.

The following figures shall be applied for calculation and design.

Medium	Specific gravity	Specific heat (kJ/kgK)
Diesel oil	0.85	2
Lub. Oil	0.90	2
Sea water	1.025	4.02
Fresh water	1.00	4.17

Plate type heat exchangers shall be used as standard.

774 SEA CHEST AND SEA OVERBOARD

Two (2) sea chests shall be provided in each engine room, one (1) high and one (1) low with crossover connection in order to meet the requirements of ice class PC(6). Automatic function in order to satisfy USPH to be provided.

One (1) Sea Chest shall be provided in each of the following spaces:

- Bow thruster room, to serve the bow thruster, fire pump & sprinkler system.
- Aft technical room, to serve the sprinkler system, if required by Rules.
- Propulsion Rooms PS & SB may require two (2) sea chests. If aft engine room ice sea suction chest is rearranged at aft ER bulkhead, two (2) sea chests may be connected to the ER sea chest.



776 INSULATION

General

Where required by Class or Authorities all surfaces shall be insulated. Suitable insulation material and surface protection shall be used. Insulation material shall be properly secured against settling and damage from vibration.

A-60 insulation bulkhead and deck head

Engine rooms shall be A60 insulated, meaning each of the three transverse bulkheads of the 2 engine rooms. In addition, the longitudinal bulkhead separating the 2 propulsion rooms shall have A60 insulation.

The insulation shall be covered with 0.5 mm galvanized steel in combination with fiber clothing (where technically reasonable) shall be used as cover for insulation.

Machinery

Generator engines and associated piping shall be insulated in accordance with manufacturer's practice.

Heat exchangers

Insulation of oil heaters shall be in accordance with manufacturer's standard.

777 BUNKERING STATION

A bunkering station is arranged in dedicated rooms on both sides of deck 03, with bunkering connections arranged for:

- Fuel Oil
- Lub. Oil
- Fresh Water
- Sludge / Waste Oil
- Grey & Black Water
- Commutated food waste

An aft located bunkering station for Heli fuel and for petrol shall be arranged on STB side of Deck 03 as shown on the GA.

A fuel sampling nipple and associated valve, connectors and supply of sample bottles complete with a sample storage cabinet shall be provided.

For fresh water filling, a chlorination dosing and monitoring and pH adjustment arrangement on the filling line shall be provided, according to USPH.

790 AUTOMATION SYSTEM

Alarm, control, and automation equipment with systems shall be built according to Class requirement for periodically unattended machinery spaces (DNVGL E0 Class notation). The Dynamic Positioning System shall be closely integrated.



In addition the requirements for redundancy shall be incorporated to comply with SOLAS II-2, Reg. 21 SRtP and Reg. 22 requirements.

Remote control of propulsion machinery shall be possible to perform from ECR, wheelhouse and bridge wings.

Local control shall be possible on local control stands in propulsion rooms.

As part of the IAS (Integrated Automation system), a power management system (PMS) shall be fitted.

A complete I/O list shall be worked out by the Builder.

Indicating/instrument lights on bridge shall have dimming in compliance with Class, and of such a strength that it can be seen in daylight. All indicator lights shall be preferably LED.

Ship Maintenance Software is Buyer's Supply (see Appendix 1).

Deck, Eng, IT, Elect Depts. Vidmar or similar storage bin systems are Buyer's supply (see Appendix 1).

791

CONTROL CONSOLES

Consoles shall be installed in center of wheelhouse, and at the emergency bridge station on deck 07, and in each of the bridge wings.

The consoles shall have flush mounted instruments as far as practical and shall be equipped with hatches for easy access and maintenance.

Cables from the two engine rooms shall be physically isolated in accordance with Class and Authority rules.

MAIN CONSOLE

In the main console the following (not limited to) instruments/maneuvering equipment shall be fitted:

- Integrated navigation system (SFI419)
- Throttle and helm controls.
- Radar displays (SFI 411).
- ECDIS controls and displays.
- Speed log (SFI 414).
- Gyro repeater (SFI 413).
- Autopilot (SFI 413).
- Deactivation of general alarm.
- Emergency stop of main propulsion.
- Feedback indicators for propulsion helm angle, and RPM.
- VHF (SFI 424).
- GSM (SFI 420).
- CCTV monitors (SFI 416).
- Remote control and operation of searchlights (SFI 427).
- Flood light controls (SFI 427).



- Control of fog horn (SFI 427).
- Lantern controls (SFI 427).
- Window wiper- and washer control (SFI 515).
- Light dimming device for all above mentioned equipment.
- Main diesel generators fuel consumption display in IAS (SFI 701).

SAFETY CENTRE

The safety center console shall be arranged on bridge in the Safety Center and include equipment as required by SOLAS II-2. Regulation 23.

WING CONSOLES, both sides

- Throttle and helm controls.
- Emergency stop propulsion.
- Feedback indicators for propulsion helm angle, and RPM.
- CCTV monitors (SFI 416).

EMERGENCY BRIDGE

All of the active controls of the emergency bridge are protected from passenger access, and shall be made available to navigation crew by unlocking and removal of cover plates/panels on the console top.

Systems shall consist of the minimum requirements in order to satisfy SRtP requirements.

792

AUTOMATION AND ALARM SYSTEM

A well proven, logical and rugged automation system shall be installed.

Engine control console for chief engineer in ECR shall include the following:

- Control and monitoring of main generator sets.
- Control and monitoring of boilers and electrical system.
- Control and monitoring of propulsion units.
- Workstation for IAS system.

The Integrated Automation System (IAS) shall include the following:

- IAS displays, one (1) in safety centre of bridge, two (2) in ECR.
- Built in dead man's alarm(s).
- Alarm panels.
- Tank sounding information.
- IAS printer.
- Engine office printer/plotter is Buyer's supply (see Appendix 1)

Alarm panels (as small as possible) with LED indicating lamps and sound buzzers shall be installed in engineers cabins and lounge in accordance with E0 class notation.

Dead man's alarm(s) etc. shall be arranged according to Class requirements.

The system shall be arranged with clear indication of which engine room the alarm comes from.



Alarm signals in engine rooms shall be a combination of powerful flashing lights and sound signals.

The PMS (Power Management System) shall be part of the IAS plant and work both with open and closed bus between forward and aft main switchboard.

The PMS plant shall be able to start/stop generators, synchronize, open/close switches, load control, start/stop major consumers.

All functions shall work both when operation from IAS is automatic and manual. The PMS and its function shall be approved by Buyer.

The following shall be included:

Remote diagnostic system for service and fault findings etc. including a one year subscription.

798 CABLES AND PIPING FOR AUTOMATION SYSTEMS

All cables shall be in accordance with Class' requirements and securely fastened. Power cables and signal cables shall be carried separately, as required by Class.

All pipelines shall be laid according to good practice, without danger of water locks. Pressure sensors shall have protection against pressure impulses.

Cable and piping routing shall be in compliance with the requirements of the relevant Class notations and SOLAS II-2, Reg. 21 SRtP, Reg. 22 & Reg. 23.



8 COMMON SHIP SYSTEMS

801 BALLAST SYSTEM, ANTI-HEELING SYSTEM

A seawater ballast system shall be arranged for all ballast tanks, enabling control of Vessel trim, list and vertical center of gravity as required for relevant loading conditions.

Seawater ballast system shall include minimum two main pumps that both are able to serve all tanks, which both are able to take water from two different sea chests.

Pump capacities: 2 x 150m³/h.

Seawater ballast system shall be arranged with a common air pipe system (where practical) that is dimensioned according to Rules and pump capacities.

Ballast system to comply with SOLAS II-2, Reg. 21 SRtP requirements in combination with anti-heeling system.

The valves in the anti-heeling systems shall be remotely operated.

Ballast water treatment system according to Rules, and considering the areas of operation, shall be installed.

802 ANTI ICING OF BALLAST TANKS

Air bubble system shall be installed for all tanks above WL which are susceptible to freezing.

803 BILGE SYSTEM

Main bilge system

The system shall be as simple and practical as possible, within the boundaries of current Rules and Class.

Four (4) self priming bilge pumps with arrangement in accordance to SRtP requirements shall be installed. Each pump shall be of sufficient capacity and shall be arranged such that it can draw from all bilge wells/suctions with self priming as needed.

Direct bilge shall be arranged for engine rooms.

The main bilge system shall be arranged with one main pipe and one (1) pipe PS & one (1) pipe SB in void spaces forward of engine rooms with isolation valves fitted to either side of watertight bulkhead penetrations, as necessary to comply with SOLAS II-2, Reg 21 SRtP & Reg 22 requirements, with distributions to all suction points.

Remotely operated valves shall be arranged for each suction line and for penetrations through watertight divisions as/if required by Rules. Remotely operated valves may be hydraulically, pneumatically or electrically actuated. Valve and pump operations shall be possible to perform from common positions.



Manual operation of all valves shall also be possible.

All compartments below deck 02 shall be connected to the main bilge system, with a minimum of two (2) suctions per compartment with exception for small compartments as per Rules.

For clean spaces, strum boxes shall be used

Mud boxes shall be provided for oily bilge wells/suctions.

Double bottom shall be prepared with emergency bilge suctions as required by Rules.

The bilge pipe system shall be made hot galvanized steel pipes with flange connections or other suitable couplings. If flanges are used, they shall be galvanized after welding.

Oily water bilge system

Additionally, a smaller bilge system (nominally ND50) for oily water from engine area bilge wells to a bilge holding tank shall be arranged. This system shall be arranged with one dedicated and positive displacement electric pump in each engine room. The bilge water holding tank, of minimum capacity 28.5m³ shall be arranged in accordance with DNVGL CLEAN Notation. Further, an electric discharge pump shall be installed to pump bilge water from tank to shore connection in bunkering station.

Tank for oily bilge water shall have high level alarm.

The arrangement shall not allow oily bilge water to be pumped directly over board.

Oily water separator shall be installed in one (1) engine room with capacity and separation performance according to Rules.

All bolts on the flanged pipework connections to the oil water separator shall be drilled for security seals. Separator overboard valve shall be fitted with a locking device to prevent unauthorized operation.

804 DRAIN SYSTEM OUTSIDE ACCOMMODATION

External drains shall be made of hot galvanized steel. The positioning of drains must take into account possible trim and list of the Vessel.

Drain pipes shall be provided from all external decks, top of funnel and top of wheelhouse.

Drains from external decks and drains from top of funnels shall be led over board. Drain outlets shall be close to the waterline, to avoid stripes of rust or dirt on the hull.

Helideck drains, see SFI 566

811 FIRE DETECTION AND ALARM SYSTEM, EVACUATION ALARM, FLOODING DETECTION

An integrated smoke/fire detection system, automatic and manual, and a general alarm system shall be installed with its control in the wheelhouse. The system shall be fully addressable on separate loops, enabling the system to remain operational following a fire incident in compliance with SOLAS II-2, Reg. 21 SRtP, Reg. 22 & Reg. 23 requirements.



The fire detectors shall be located as far away as practicable from the bathroom door and the air diffuser.

General alarm shall be installed according to Flag State requirements.

Type and location of fire detectors shall be according to Rules.

Alarm signals in engine rooms shall be a combination of flashing beacon and sound signals.

Flooding detection system to be provided in accordance to Rules and Regulations.

813 FIRE MAIN SYSTEM

General

The fire main system shall be designed and installed with redundancy in mind, with separation between the Main Vertical Fire Zones (MVZs). The system shall have sufficient main vertical risers.

Isolation valves shall be fitted to bulkheads as per Rules. Normally valves that are not easily accessible shall be remotely controlled with manual override (remote control from the ECR, Bridge/Safety Center).

At each deck level, in each MVZ there shall be a branch main, running from the riser along the length of the appropriate MVZ, supplying the appropriate number of fire hydrants in accordance with SOLAS II-2/10. Each branch main shall have isolation valve fitted at the connection to the riser, allowing each branch main to be individually isolated. Remotely operated valves to be provided where required by the Rules.

The system shall be fully pressurized, complete with hydrophore arrangement, in compliance with SOLAS II-2/10, 2.1.2, Ready Availability of Water Supply.

The system shall be flushed with freshwater.

Fire pumps

Three (3) electrically driven fire pumps at each not less than 125 m³/h @ 11 bar shall be installed, one (1) in each engine room and one (1) in bow thruster room.

The fire pump capacity may need to include for supplying the sprinkler system units mentioned below, depending on the supplier chosen.

The fire pumps shall be installed below waterline level and generally as recommended by the maker.

Fire pump start button shall be placed on the bridge and in two (2) positions on Deck 02, as agreed with Buyer.

Fire main system



Fire hydrants shall be arranged to satisfy SOLAS II-2, Reg. 10 for passenger vessels. The minimum pressure at the nozzle shall be 4 bar at most unfavorable position, with the most unfavorable combinations of fire pump users.

All pipes for fire hydrants and deck washing shall be made of galvanized steel.

All relevant parts of the system shall have drainage at lowest points of the pipe work.

The fire main system shall have the possibility for fresh water flushing.

814 WATER SPRAY / SPRINKLER SYSTEM

A common water spray/sprinkler fire extinguishing system to cover engine rooms, control stations, crew and passenger areas shall be arranged in order to comply with SOLAS Ch. II-2, Reg. 10/4, 5 & 6, also Reg. 21 (Safe Return to Port). The following areas shall have complete coverage:

- Engine rooms and machinery areas
- Cabins, public areas and control stations
- Zodiac Boat Hangar
- Helicopter hangars
- Emergency generator room
- Gasoline storage room
- Paint and chemicals store
- Garbage room

Local Application in engine rooms and on incinerator burner to be provided.

The two (2) water sprinkler units shall be supplied from dedicated technical freshwater tanks and shall be fitted with pressure tank. The volume of the tanks is approx. 20m³ in order to supply the units for a minimum of 30 minutes. More detailed sizes shall be calculated with input from the equipment supplier. The system shall also have connection to seawater for demands beyond the fresh water tank capacity.

The sea water supply shall be taken from sea chests local to the units, supply pumps shall be installed directly to the sea chests with all necessary valves and strainers in compliance with Regulations.

Alternatively, a connection to the fire main can be considered for the sea water supply. This will require larger fire pumps shall be installed (see SFI 813).

Two (2) dedicated pump units shall be used to supply the system, pump unit assembly shall be located one (1) in bow thruster room and one (1) in aft thruster room as indicated on GA.

The system shall have a common mimic panel on the bridge/ Safety Center, and ECR.

Engine rooms

The plant shall cover the complete rooms, including exhaust casings, bilge wells and areas below floor plating.

The plant shall include local application to cover main engines and other fire risk sources as well as total flooding system as described by Rules for engine rooms.

The system may have foam added, if required for the type approval of the system in question.

The plant shall be provided with manual activation, and shall be connected to fire alarm plant.

Fixed Local Application Fire Extinguishing Systems

As part of the main sprinkler systems above, Fixed Local Application Sprinkler Systems shall be fitted in each engine room and shall be provided with both manual and automatic release operation. The systems are to protect all main engines, boiler burner, incinerator burner, purifiers and emergency generator in accordance with SOLAS Ch II-2, Reg. 10/5.6.

Accommodation and control stations

Water sprinkler system shall be arranged to cover accommodation areas according to Flag State Authority regulations.

Coverage shall be as required by Rules including the following areas of accommodation:

- Passenger lounges with lavatories and stores.
- Passenger accommodation areas.
- Service and excursion areas.
- Crew accommodation and technical rooms.
- Wheelhouse and ECR.

The water sprinkler plant shall in general be permanently under pressure and may be released with melting fuses. Activation of sprinkler nozzles shall be indicated on the fire alarm plant.

A Fire protection and firefighting system for petrol filling on deck 02 aft shall be developed and provided.

The galley hood/vent duct to be arranged with separate fire extinguishing system of Inergen or equivalent type system in compliance with SOLAS II-2, 10. CO₂ shall not be used

816 FIRE FIGHTING OF HELI LANDING AREA

A fire suppression system shall be installed for the two (2) helicopter landing areas.

821 AIR AND SOUNDING SYSTEM

All compartments and tanks where mechanical ventilation is not provided shall have air pipes installed. All dry tanks, void spaces, cofferdams etc. shall be equipped with air pipes, if required by Rules.

Remote sounding indication with two sensors from ECR is required for the following:

- Fresh water tanks.
- Bilge tank.
- Diesel oil tanks.



- Sanitary waste water tanks.
- Ballast tanks.
- Diesel oil service tanks.
- Helifuel tank.
- Zodiac Petrol tank.

Air pipes from fuel storage tanks shall be provided according to Rules and carried up to the bunker stations. The height of the air pipe opening shall be consistent with damage stability requirements and the tank bulkhead structure design. The air pipes shall be equipped with self-closing valve of approved type, and equipped with electrical heating if required by Rules and Regulations.

High level & overflow alarm shall be provided for diesel tanks.

Local tank level indication shall be arranged for:

- Dirty oil tanks(sounding pipe)
- Lub. oil tanks.
- Diesel oil service tanks.
- Petrol tank at bunkering station.
- Helifuel tank at bunkering station.

Bilge alarm shall be installed in Void spaces (double bottom and others).

Air pipes led above deck 02 shall be arranged from the following:

- Void spaces.
- All fluid tanks that can be filled by a pump.

Other tanks may be fitted with local airing.

Tanks with double remote sounding sensors, are not to be arranged with manual sounding pipe.

850 ELECTRIC COMMON SYSTEMS

The electrical plant shall be designed and built according to Class rules and Flag State Authority requirements. Special attention shall be given to comply with SOLAS II-2, Reg. 21 SRtP, Reg. 22 requirements.

All installations shall be easily accessible for service and inspection.

Materials, equipment, apparatus, cables etc. shall be of Class approved manufacturer and make for vessel installations and shall comply with relevant IEC (International Electro Engineering Commission) standards.

851 DESIGN REQUIREMENTS AND STANDARDS FOR ELECTRIC SYSTEMS

Selectivity, short-circuit and power load balance calculations shall be carried out for all relevant operating conditions. When the installation is completed, tests shall be performed according to Class & Flag State Authority requirements.



Efforts shall be made to obtain an electric power generation and propulsion system with high efficiency, with minimum energy losses from the components of the power generation and distribution system.

The electric system, equipment, components and other units shall be of marine type, of new materials and manufacture and suited for the environment where they shall be fitted, Class approved, designed, made and installed in accordance with this Specification.

As far as possible, generators, electric motors, starters, switchboards etc. shall be of the same Class & Buyer approved make.

Corrosion, temperature, vibrations, power supply and electric compatibility must be taken into account.

The electric installation shall be in accordance with IEC (International Electro technical Commission) requirements, in particular Publication No. 92.

Requirements in IEC 533 regarding EMC ("Electromagnetic Compatibility of Electrical and Electronic Installations in Vessels") are regarded as minimum. No electric equipment shall be influenced by induction voltages or emissions from other electric/electronic equipment fitted on-board.

Stability, safety, flexibility, redundancy, high quality and low need for maintenance and service shall be enhanced.

Voltage drop, in particular at low voltages, caused by long cables, will not be accepted. Voltage and frequency drop calculations shall be carried out, for compliance with Class rules.

All electric equipment in engine rooms and corresponding areas shall be shielded according to Regulations. Below floor plates and in similar humid areas, minimum protection is IP55. On open deck, minimum protection is IP56.

852 ELECTRIC INSTALLATION, GENERAL

The electric installation shall be based on 3-phase, IT-system, 690V, 440V and 230V, 60Hz as shown in the one-line diagram in Appendix 4.

Switchboards shall be provided with auto, semi auto and manual operation

Consumers above 10 kW to be supplied directly from the main switchboards as far as practical (within the constraints of switchboard size and general arrangements).

All essential and important consumers shall be supplied as shown in the one-line diagram in Appendix 4.

Illumination, small heating elements, instruments etc. shall be supplied from 230V, single phase system.



Alarms, vital instruments and other essential/important control circuits shall be supplied from 24V DC system or 230V UPS.

Radio communication shall be supplied from 24V DC system.

855 DATA SYSTEMS

Buyer's supplied PC's and printers (see Appendix 1) shall be arranged in the wheelhouse, Ships offices, Hotel services and passenger services and one in ECR for the PC based maintenance logistics systems.

861 GENERATORS

Generators shall have automatic standby function and the main switchboards shall be connected in such way that each generator can deliver power to both switchboards via a closed bus.

Generators shall be arranged and equipped for parallel operation.

Main generators (four (4) off)

3-phase, brushless, synchronous, water cooled, marine type generators, with sleeve bearing on one end of the armature shall be fitted in engine rooms.

Voltage	:	690V, 60Hz
Output	:	Ref. SFI 625 (all cos phi = 0.8)
Revs.	:	Ref. SFI 625
Installation	:	B3 (horizontal)
Insulation class	:	F
Shielding	:	Minimum IP44 (water cooled, air/water)

Generators shall be equipped with:

- Automatic voltage regulator with LP filters.
- Sensor for cooling water temperature.
- Sensors for temperature in windings (PT100, 2 x 3 off).
- Sensors for bearing temperature.
- Sensor for temperatures in and out of air cooler
- Cooling water leakage.
- Transformers for differential protection.
- Heating element for stand still.

Emergency generator (one (1) off)

A brushless, marine type, 3-phase synchronous generator, air-cooled and with ball bearings, fitted on common bed frame with the diesel engine.

Voltage	:	690V, 60Hz
Power	:	Ref. SFI 665 (cos phi = 0.8)
Revolutions	:	1800 per min
Installation	:	Horizontal, as per manufacturer's standard
Insulation class	:	F



Shielding : Minimum IP44

The generator shall be equipped as follows:

- Automatic voltage regulator and suitable to work in the network with frequency converters.
- Sensors for temperature in windings (PT100, 2 x 3 off.).
- Sensors for bearing temperature.
- Heating element for stand still.

865 TRANSFORMERS

General

All power- and light transformers shall be 3-phase, air cooled, marine type, copper windings, have insulation class F and protection minimum IP23.

All transformers shall be installed in a dry and well ventilated place.

Transformers for 440V Vessel system

Two (2) off 690V/440V transformers shall be supplied from 690V main switchboards.

Capacity is preliminary estimated to 1250 kVA for each, but final capacity shall be based on load analyses.

Transformers for galley and laundry

Two (2) off dedicated transformers 690V/440V shall be installed estimated each at 400kVA.

Transformers for 230V Vessel system

Two (2) off 690V/230V transformers shall be supplied from the 690V main switchboards.

Capacity is preliminarily estimated to 400 kVA for each, but final capacity shall be based on load analyses.

Transformers for 230V emergency system

One (1) off 690V/230V transformer shall be supplied from the 690V emergency switchboard.

Capacity is preliminarily estimated to 200 kVA, but final capacity shall be based on load analyses.

Transformers for control systems

All power supply to control systems shall be arranged with transformers for galvanic separation.

866 BATTERIES AND CHARGERS

General

Each set of batteries shall have separate chargers with voltage and power control and have continuous supply to specified consumers.

Battery chargers

Battery chargers for continuous charging of each battery system shall be installed.

Battery chargers shall be provided with possibilities for normal and enhanced charging, as well as A- and V-meters. The output shall be sufficient for the net it supplies, plus trickle charging of battery.

All battery chargers shall be of the advanced type capable of charging lead acid, valve regulated lead acid, AGM or gel cell types with stepped charge cycles reacting to the battery state of charge and battery temperature monitoring.

Each battery charger shall be placed near its battery, in a dry place.

All battery chargers shall have alarm for abnormal condition, connected to the IAS plant.

Batteries

Maintenance free batteries of marine type shall be installed.

Batteries shall be fitted according to Class regulations for the following consumers:

- Emergency radio equipment (GMDSS) one (1) set, fitted on wheelhouse top.
- Fire alarm plant, according to supplier's recommendations and Class regulations.
- Alarm, control, navigation and communication equipment on the bridge, two (2) sets, with possibility for cross connection, fitted on wheelhouse top.
- Alarm, control and monitoring equipment in engine rooms, two (2) sets with possibility for cross connection.
- Starting batteries for diesel emergency genset.

Capacity, charging rates and number of battery sets for respective units shall be in accordance with requirements from Class and suppliers.

Battery voltage shall be 24V unless otherwise requested by equipment suppliers.

All chargers shall have ground fault monitoring, connected to IAS.

Batteries shall be protected from cold temperatures as required by the Polar Code.

867

RECTIFIERS/CONVERTERS

Transitional lighting UPS (Uninterrupted Power Supply)

One (1) off Independent 230V UPS systems shall be installed in vicinity of emergency generator room.

Battery capacity shall be sufficient to secure full capacity for minimum 30 minutes after of Vessel black out.

Navigational system UPS (Uninterrupted Power Supply)

Two (2) off Independent 230V UPS systems shall be installed in instrument room.

Battery capacity shall be sufficient to secure full capacity for minimum 30 minutes after of Vessel black out.

Engine room system UPS (Uninterrupted Power Supply)

Two (2) off Independent 230V UPS systems shall be installed, one in each engine room.

Battery capacity shall be sufficient to secure full capacity for minimum 30 minutes after of Vessel black out.

Important parameters shall be transferred to IAS.

Converters for propulsion (two (2) off)

The converters shall be fitted on vibration dampers and as near the propulsion motors as possible.

Alternative converter systems based on AFE or frequency converters with transformers or other solutions are acceptable.

If frequency converters are used, they shall be 12-pulse minimum, suited for the size of the propulsion motor. Propulsion shall be based on variable propeller speed.

If necessary, resistors for consumption of return power shall be installed.

If the converter is connected after transformers, these shall have separate supply to the pre-charging circuit. Voltage level at the outlet from the converter shall suit the propulsion motor. The converters shall be water-cooled. Alarms and all monitored values shall be transferred to IAS, necessary for remote diagnostics, according to Class requirements.

Calculation of over-harmonic voltages (THD) shall be worked out by the converter supplier for all operation modes.

Spares as required by Class and recommended by the supplier.

The following shall be included:

Remote diagnostic system and one year subscription, for service and fault findings etc.

Frequency converters for tunnel thrusters (three (3) off)

The converters shall be fitted on vibration dampers and as near the thruster motors as possible. Thruster output shall be varied by controlling the propeller speed over the full rpm range of the selected unit.

Alternative converter systems based on AFE or frequency converters with transformers or others solutions are acceptable.

If frequency converters are used, they shall be 12-pulse minimum, suited for the size of the thruster motor.

If necessary, resistances for consumption of return power shall be installed.

If the converter is connected after transformers, these shall have separate supply to the pre-charging circuit. Voltage level at the outlet from the converter shall suit the thruster motor. The converters shall be water-cooled. Alarms and all monitored values shall be transferred to IAS, necessary for remote diagnostics, according to Class requirements.

Calculation of over-harmonic voltages (THD) shall be worked out by the converter supplier for all operation modes. THD shall be in accordance with Class rules.



Spares as required by Class and recommended by the supplier.

The following shall be included:

Remote diagnostic system and one year subscription for service and fault findings etc.

Frequency converters for other equipment

Electric motors for the following shall have frequency conversion for variable speed

- Ventilation fans for engine rooms which shall be thermostat and pressure controlled.
- Fans for Vessel Air Handling Units, which shall be controlled by system computer for energy savings.
- Seawater pumps in engine rooms
- Other systems of variable load where relevant, and for obtaining favorable system efficiency and energy consumption, if commercially and technically agreed by the Buyer.

For ventilation fans motor speeds must be regulated both manually and automatically from IAS. In addition, manual (local) operation of converters shall be provided.

868 SHORE POWER

The Vessel shall be prepared for future installation of receiving 690V shore power, see also SFI 871. The capacity shall be equivalent to the hotel load. Necessary space shall be allocated for switchboard, cable.

One (1) shore connection for 440V, 250A shall be installed on STBD side near the embarkation area. One (1) Shore connection cabinet shall be installed.

870 ELECTRIC COMMON PLANT

A fully integrated electrical system (IES) shall be provided by a single vendor.

Total electric output is:

Main generators	:	Ref. SFI 625
Emergency generator	:	Ref. SFI 665

Generator switches and major switches shall all be of recognized make.

Electric balance shall be prepared for the following conditions:

- A. At Sea Service Speed summer 16 knots
- B. At Sea Service Speed winter 16 knots
- C. At Sea Service Speed summer 8 knots
- D. At Sea Service Speed winter 8 knots
- E. At Sea R21 SRtP summer
- F. At Sea R21 SRtP winter
- G. At Sea R22 after fire summer
- H. At Sea R22 after fire winter
- I. Maneuvering summer
- J. Maneuvering winter



K. Emergency

All normal operation cases shall be based on closed bus-bar switch (connection between main switchboards) and all generators connected to the net. Normal operation cases include cases A through D.

Short circuit calculations shall be prepared with all generators running in parallel. Selectivity calculations shall be prepared for the complete net. Both calculations shall be worked out by the maker of the main switchboards.

With fault in power generation or main switchboards, opening of bus-bar breaker shall have first priority to ensure stable operation of the Vessel and avoid possibility for dead vessel.

Voltage levels

Main generators	:	690V, 60 Hz
Essential/large important consumers	:	690V or 440V, 60 Hz
HVAC	:	690V or 440V, 60 Hz
Galley/Laundry equipment	:	440V, 60 Hz
Accommodation lights	:	230V, 60 Hz
Cabins	:	230V, 60Hz
Control circuits	:	230V, 60 Hz/24V DC
Communication	:	230V, 60 Hz/24V DC
Alarm plant	:	230V, 60 Hz/24V DC

Tests

All tests, at factory and on board, shall be carried out in accordance with Class and Flag State Authority requirements and the makers' practice, and will be available for witnessing by the Buyer.

Thermo graphic camera measurements shall be carried out in all switchboards, distribution boards and along main cables (where feasible) under full load, submitted in report and provided to the Buyer before delivery of the Vessel.

The switchboards shall be protected towards local vibrations and potential water/oil leakages.

Equipment in the switchboards shall have short circuit-and thermal protection.

Access to the switchboards internally shall be arranged via a hinged door of adequate size. All doors shall have locking mechanisms in closed and open position.

On the floor in front of switchboards, a rubber mat shall be fitted. Switchboards shall have at least three (3) spare breakers available for each voltage level.

871

MAIN SWITCHBOARDS

The following switchboards shall be installed:

- Main switchboard 690V, 440V, 230V in switchboard room1.



- Main switchboard 690V, 440V, 230V in switchboard room 2.
- Emergency switchboard 690V in emergency generator room.
- Signal light boards 24V/230V.

Main switchboards 690V/440V/230V

In each of the switchboard rooms, freestanding switchboards, built on galvanized steel profiles with steel sheet covers/doors, anti-rust protected by painting shall be fitted. Handles shall be according to Class requirements.

The switchboards shall have protection minimum IP22, have dead front and front operation. Access shall be provided for connection of cables, exchange of major parts and for necessary maintenance.

Two (2) off main switchboards shall be installed for nominal voltage 690V, 440V, 230V.

Two (2) off generators shall supply the forward main switchboard and two (2) off generators shall supply the aft main switchboard, which are normally operated with the bus-bar breaker between the boards closed. It shall be possible to have all four (4) generators connected to the boards with the bus-bar breaker closed. Bus tie breakers to be provided within each switchboard room.

All essential, large and important consumers shall be supplied from the 690V or 440V sections of main switchboards.

Mimic diagram shall be provided on the main switchboards.

440V and 230V main switchboards (fore and aft) shall be arranged for possible joint operation through subdivision switches, which shall normally be open.

As far as possible, similar equipment shall be supplied symmetrically on each side of the generator panels. Conduits/cable ducts shall be arranged according to Class requirements and good installation practice.

Rubber or equivalent deck mats shall be provided at every switchboard

Generator breakers

Generator breakers in 690V main switchboards shall be motor operated air circuit breakers of extractable type.

The breakers shall be equipped with separate protection against over-current, short circuit, differential current, return effect and under-voltage.

Circuit breakers

In the main switchboards, there are moulded case circuit breakers with inverted current-time trip and instantaneous cut-out at short circuit current. Bus-bar breakers in 690V, 440V main switchboards and breakers for in-line motors shall be motor operated air circuit breakers of extractable type.

Bus-bar breaker shall be selective and open in case of fault in generators or main switchboard and shall be motor operated air circuit breakers of extractable type.



Instruments

All instrumentation shall be in accordance with Class requirements, of screened type, 96 x 96 mm. In addition to instruments specified for generators and shore connections, the following shall be installed:

- V-meter and earth fault (kOhm) for each busbar system.
- Insulation level (leak current to earth, mA) for each generator/motor.
- kW-meter for each generator/motor.
- A-meter for each transformer supply.
- A-meter for major consumers.

Circuit breakers/Miniature circuit breakers

Control- and instrument circuits shall have pre-connected automatic protection, connected such that a fault in one circuit does not cause faults in other systems.

Control- and instrument circuits are organized on the separate circuit from auxiliary and measurement circuits.

Bus-bar

All bus-bars shall be made of electrolytic tinned copper in way of connections and dimensioned to carry the full load from all generators. Bars, clamps and other equipment shall withstand maximum short circuit current.

Identification

All breakers, fuses, instruments, signal lamps etc. shall be labeled so that consumer, cable dimension and breaker position are clearly shown.

Switchboard sections

The forward 690V main switchboard shall be subdivided into the following sections:

- Two (2) off generator consistent with engine selection
- One (1) off bus-bar breaker, synchronizing etc.
- Sections for outward supply connections on both sides of generator panels
- Each of the main switchboards shall be equipped with a dedicated section for future use for shore power.

The aft 690V main switchboard shall be identical to the forward 690V main switchboard.

The two 440V switchboards shall have the following sections:

- One (1) off section for incoming supply.
- One (1) off section for bus-bar breaker.
- Sections for outward supply connections on both sides of sections for incoming supply.

The two (2) 230V switchboards shall have the following sections:

- One (1) off section for incoming supply.
- One (1) off section for bus-bar breaker.



- Sections for outward supply connections on both sides of sections for incoming supply.

Generator panels

Each panel shall contain all necessary equipment for operation/control and protection of the generator.

Instruments in each generator panel

- Three (3) off A-meters, one for each phase.
- One (1) off kW-meter med return scale.
- One (1) off kVA-meter (possibly via PMS).
- One (1) off V-meter with selector for phases.
- One (1) off frequency indicator.
- One (1) off hour counter.

Section for bus-bar breaker

Control power for bus-bar breakers shall have automatic changeover. The section shall include:

- Two (2) off V-meters.
- One (1) off A-meter.

Facility for synchronizing over bus-bar breakers shall be provided.

Main Switchboard spares are Buyer's supply (see Appendix 1).

Power Management System (see also SFI 792)

In addition to manual operation, the main power supply shall have a PMS system.

As part of the IAS plant, a PMS system shall monitor and control the Vessel's main power supply, see SFI 792.

The system shall monitor generator breakers, bus-bar breakers and transformer breakers. The PMS system shall be redundant. Necessary equipment, signals etc. shall be connected to or be part of the IAS plant for this purpose.

Earth fault indication

690V, 440V, 230V, UPS and 24V systems shall have earth fault instruments with alarm connection to the IAS plant.

Overload protection of generators

At overload of generators, the PMS shall reduce the propulsion load. If an unintentional stop occurs in one generating set, a separate system shall reduce the propulsion load (signal directly from switchboards to the frequency converters).

Emergency stopping system

Emergency stop shall be provided for, ventilation and fuel supply, according to Class requirements. The following subdivision shall be arranged for ventilation and fuel supply:

- Ventilation in aft engine room.
- Ventilation in forward engine room.



- Ventilation in accommodation areas.
- Fuel supply, lube oil pumps and centrifuges in aft engine areas.
- Fuel supply, lube oil pumps and centrifuges in forward engine areas.

The following subdivision shall be provided for the propulsion system:

- Main propulsion motor PS.
- Main propulsion motor SB.

The propulsion system shall have emergency stop from the maneuvering stands on the bridge.

872 EMERGENCY SWITCHBOARD

The emergency switchboard shall be placed in the emergency generator room, as per Class rules, and to be supplied from both sides of MSB.

The emergency generator set shall supply the consumers that require separate power from the emergency source.

Parallel operation for short periods shall be arranged between the emergency generator and main generators for controlled changeover.

In case of black out on the main switchboard, the emergency generator set shall start automatically and supply power to the emergency switchboard. If the voltage returns to the main switchboard, the emergency generating set shall be stopped and the breakers automatically returned to normal operating mode.

The following sections shall be provided in the 690V emergency switchboard:

- One (1) off emergency generator breaker panel
- One (1) off section for busbar breaker, main switchboard.
- One (1) off section for 690V emergency consumers.

230V switchboard shall typically have the following sections:

- One (1) off section for incoming supply.
- One (1) off section for 230V emergency consumers

Emergency generator panel

The emergency generator panel shall contain all necessary equipment for operation/control and protection of the generator.

Instruments in emergency generator panel

- Three (3) off A-meters, one (1) for each phase.
- One (1) off kW-meter with return scale.
- One (1) off kVA-meter (possibly via PMS).
- One (1) off V-meter with selector for phases.
- One (1) off frequency indicator.

- One (1) off hour counter.

Subdivision and construction is as per Class Rules and good practice.

873 LOCAL AND REMOTE CONTROL

Local starters may be used as an alternative to MCC. The following applies to such starters:

The starters shall be installed as close as possible to the respective motors and fitted for remote and local operation if found appropriate. To the extent practicable, motor starters should be located to be able to visually observe the motor being operated. Efforts shall be made for one make for all starters. IP-class for starters is as per SFI 851. Direct start shall generally be adopted, except for major consumers, where voltage drop may exceed 10%. Then, star/delta start or soft start shall be adopted.

Stand-by and priming pumps shall be remotely controlled from the IAS system.

Starters shall be equipped with:

- Necessary contactors and relays.
 - Automatic fuses for control current on primary and secondary side of transformer.
 - Control current transformer, voltage 230V or less.
 - Motor protection relay with manual return.
 - Running signals to IAS for essential-, important- and motors over 5 kW.
 - Automatic re-start of essential motors after blackout, controlled by IAS.
 - Sequential start of equipment, controlled by IAS.
 - LED running light, stand-by indication and ready for start indication.
 - Start/stop buttons.
 - Motors with standstill heating shall have indication for "heat on".
 - Local/remote control selecting switch shall have signal to IAS.
 - Necessary signals to IAS shall be provided for motors with remote control from IAS.
- Following signals shall be arranged:
- Local/remote control.
 - Fault (Zero voltage or motor protection released).
 - Start.
 - Stop.
 - Running.
 - Set speed (frequency governors).
 - Speed indication (frequency governors).

875 ELECTRIC DISTRIBUTION BOARDS

An adequate number of 690V/440V/230V/230V UPS/24V DC distribution boards shall be installed.

Local distribution boards shall have the appropriate protection grade and any on open deck shall be of appropriate IP protection Class.

Where distribution boards are placed outside accommodation, the IP class shall be in accordance with SFI 851.



All distribution boards and switchboxes shall be located out of way, not accessible to passengers, yet with an easy crew access. If possible, the distribution boards and switchboxes in the interior shall be behind linings with hatches/doors for access.

In accommodation, the boards shall be installed near to the cable run in the respective rooms.

A sufficient number of spare breakers (10%, minimum two (2) off) in each distribution board. No breakers shall be larger than 3/25A. All breakers shall be automatic, unless there is a good technical reason for another solution. Circuit breakers of one common make shall be used.

Outlets for 3-phase 440V and 230V shall be fitted in workshop area.

880 ELECTRIC CABLE INSTALLATIONS

All equipment shall meet the relevant Rules from Class and Flag State Authority.

Reference is made to the Builder's standard for electrical cable installations.

Control cables for propulsion/steering shall be routed in separate cable ways to wheelhouse. These ducts shall be physically separated from each other up into the instrument room.

Cable trays according to Builder's standard shall be used.

Cable runs shall be placed as high up and clear of Vessel's sides as possible and approved penetrations shall be used. Cables shall be laid below and with sufficient distance to the fire insulation.

Cables shall have type approval and delivered with Class certificate. No cable shall be painted. All cable shall be low smoke.

Cable trays in engine areas and on external decks shall to the greatest extent possible have the following minimum free distance to bulkheads/decks:

Cable trays > 300 mm width	:	100 mm
Cable trays < 300 mm width	:	150 mm

As a general rule, all cable trays shall be fitted above floor plates.

Cable trays shall have spare capacity after finished installation, about 10% of installed width.

Cables for signals, communication and remote control shall be screened.

Particular care must be taken for cabling close to the radio station.

881 CABLE TRAYS AND INSTALLATION IN ENGINE AREAS

Cable trays shall be laid in satisfactory distance from sources of heat, like pipes for exhaust.

Cables shall have satisfactory protection against mechanical damage.

Generator cables shall be fitted on separate cable trays.



882 CABLE TRAYS AND INSTALLATION IN ACCOMMODATION

Main cable runs shall in general follow passageways, above ceiling.

Cables shall be protected against damage in accordance to the Builder's standard and Rules.

All cables in the accommodation shall be hidden, either above ceiling, or behind panels. Pipes and boxes for hidden installation may be adopted. All boxes fitted above ceiling shall be satisfactorily marked. In places where it is impossible to hide cables behind panels, cables may be fitted on the front, but they must then be covered by a mould of the same material as the panel.

883 CABLE TRAYS AND INSTALLATION ON DECK

Galvanized steel cable trays with plastic coated or stainless steel clamping shall be used.

Cables on decks shall have adequate protection. For areas exposed to mechanical damage cables shall be carried through galvanized pipes.

886 SPECIAL CABLES

Power cables

Power cables from frequency converters to motors shall be screened, 3-conductor type. Single conductor cable shall not be used for this purpose.

Heating cables

Heating cables (if relevant) shall have supply from separate fuses with earth fault release.

Signal and Ethernet cables

All cables for data communication, other signaling and remote control shall be installed at safe distance, minimum 25 cm, from high power cables, with noise transmission in view. Cables around radio station shall be given special consideration.

Ethernet cable (if relevant) shall be screened and suited for minimum 100Mbps.

Spare cables

The following spare cables shall be installed:

Engine room aft - bridge:	four (4) off 4 x 2.5 mm screened power
Engine room forward – bridge:	four (4) off 4 x 2.5 mm screened power
Engine room aft - bridge:	two (2) off multi cable (20) screened signal
Engine room forward – bridge:	two (2) off multi cable (20) screened signal

Cable shall be terminated in boxes in both ends and be labeled "spare".

Intrinsically safe circuits

Cables in any intrinsically safe circuits shall be marked and installed in accordance with Class Rules and Requirements.



890 ELECTRIC CONSUMPTION SYSTEMS

General

A sufficient number of light fittings, 230V, shall be installed to obtain adequate illumination according to relevant standards in every room and on open decks where it is expected that work is carried out or passengers may be present.

Switches for lighting equipment shall be practically located relatively to the light fixtures it is supposed to operate, usually in the same room as the light fixtures by the handle side of entrance door. Open deck lighting shall be controlled from switches in the wheelhouse.

Open deck lighting shall be dimmable, and in colors which do not interfere with wildlife.

High quality LED fixtures shall be installed all over the Vessel, except where wall lamps or special lamps may be installed. Their fittings shall be especially designed for marine use and shall have the appropriate protection class.

Selection of light fixtures shall be in cooperation with the Buyer.

Illumination shall as far as possible be based on LED technology.

Spares

Necessary measuring instruments and test equipment for thermostats and pressostats shall be delivered according to Rules.

Power sockets

Power sockets of double type shall be installed in all rooms.

On open decks, in technical rooms, ventilation room and wet rooms spray tight power sockets 2 x 2.5 mm² + earth, with folding covers shall be used.

Number of power sockets in each room shall not be less than:

Compartment	No. Of units	Comment
Each engine room	6	
Workshop	4	
Thruster rooms	3	
Equipment room	6	
Engine control room	4	
Interior stairways	2	On every deck level
Store room	2	
HVAC rooms	2	
Each Instrument room	10	
Each passenger lounge	8	
Each cabin	4	
Shops	4	Each shop
Corridors	2	
Wheelhouse	8	



Where nothing else is specified, two (2) off power socket shall be installed in each room and per 10 m corridor, halls, stairways and common rooms. All installation materials shall be of European type.

GFI circuits shall be used in all wet spaces and as otherwise required by the Rules or Class.

Light fixtures with plug-in sockets 230V, supplied via separating transformers and shall be fitted above the mirrors in toilets.

Emergency lighting system

Emergency lighting system with power supply shall be installed according to Class and Flag State Authority requirements.

Emergency lighting shall be part of the ordinary lighting on the Vessel.

Emergency sockets

Sockets powered from an emergency distribution panel are to be installed in ECR, switchboard rooms, engine rooms, in thruster room fwd, propulsion rooms aft, wheelhouse and instrument rooms. The sockets shall be clearly labeled emergency power.

891 ELECTRIC CONSUMER SYSTEMS IN MACHINERY SPACES

A sufficient number of lighting fixtures shall be installed in the machinery spaces. Receptacles for working light and hand tools shall be fitted according to SFI 89.

Two (2) off outlets for welding unit shall be fitted in position and with voltage agreed with the Buyer.

Fuses for receptacles near main engines, and outside shall be equipped with earth fault release.

For light in these areas, high quality LED armatures shall be installed.

Adjustable work lights shall be fitted on work bench and at all fixed tool machines.

The following light values shall be adhered to (ref. rooms painted white, 0.7 m above floor):

Engine rooms	:	200 lux
Thruster rooms	:	200 lux
Propulsion motor rooms	:	200 lux
Equipment room	:	200 lux
In front of switchboards	:	300 lux

Red lights shall be fitted on the bridge, bridge corridor and bridge crew toilet. For bridge, dimmer switch shall be arranged at maneuvering stand.

892 ELECTRIC CONSUMER SYSTEMS IN ACCOMMODATION

Light fittings in accommodation shall be flush fitted in ceiling.

The following light values shall be adhered to (ref. rooms painted white, 0.7 m above floor):

Wheelhouse	:	150 lux
Corridors, stairs, stores rooms	:	150 lux
Above writing desks	:	300 lux
Lavatories	:	150 lux
Passenger lounges	:	200 lux
Shop	:	300 lux

Circuits for final distribution shall be 2-pole 10A for light and 2-pole 16 A for sockets.

In addition to the general lighting, the following lights shall be installed:

Compartment	No. of units	Type of equipment
Toilets	1	Mirror armature which on its own can be the lighting equipment
Wheelhouse	1	Lamp above the "safety console"
Wheelhouse	2	Spotson adjustable arm on the navigation consoles
Wheelhouse	1	Magnifying glass lamp above the chart table/desk
Wheelhouse	1	Red lamp above the chart table/desk

In WC rooms:

One (1) mirror lamp with razor socket in all cabins, all others to be mirror lamp.

In passenger areas

Fixtures of down light type, spotlight and LED shall be used. Fixtures with battery back-up shall be installed, as per requirements.

Sockets shall be installed according to SFI 890 throughout the passenger area. These sockets shall have separate circuits from local distribution boards.

30 minutes marking lights shall be installed in stairways, corridors and at exits.

Bridge

Along the steps at the exit from the raised area around the maneuvering console, a light mould shall mark the step. The light shall not disturb navigation when it is dark.

A "night light" shall be installed in the corridor to the bridge to avoid disturbance in the wheelhouse. Lights on the bridge shall have dimming arrangement.

Heating

In general, the accommodation shall be heated by hot water system through radiator in HVAC central unit (see SFI 571 and 577).

Electric sources of heat exceeding 1 kW shall have thermostatic control.

Low Level Lighting

Low level lighting shall be installed in public areas and public corridors according to Rules.

893 ELECTRIC LIGHTING ON PASSENGER LOUNGES AND EXTERNAL DECKS

An adequate number of fixtures /lights for general lighting shall be fitted in passenger lounges and on external decks. All lighting shall be LED.

Deck lighting shall be installed with one (1) colored LED lights, in order that the passengers can maintain night vision, and to prevent bird strikes. In addition, white light armatures and floodlights shall be fitted. These shall have separate circuits with switches.

For floodlights and searchlights see SFI 427.

The following light values shall be obtained:

Open decks	:	100 lux
At deck entrances	:	150 lux

All external deck lights etc. shall be controlled from a switch panel on the bridge, with separate switches/groups (on/off automatic). One (1) off main switch, turning selected lights on and off simultaneously, shall be provided. Drawing of switch arrangements shall be submitted to Buyer for approval.

Navigation-and signal lights shall be installed in accordance with the relevant Rules for the vessel type and as described in SFI 427.

Light fixtures with incorporated emergency lighting shall be installed above each external door.

898 ELECTRIC MOTORS

General

Normally, electric motors shall have insulation class F, IP44 or better. They shall be of marine type, 3-phase squirrel cage motors with vibration-free bearings. Single phase motors may be used for minor household equipment etc.

All motors shall as far as possible be of the same make.

All motors shall, where practically possible, have local start/stop with running indication.

Stand still heating shall be installed in the following motors, as separate heating elements:

- Essential and important motors.
- Motors on open decks and in wet rooms.
- Motors in air supply ducts.
- All motors over 20 kW.

Standby start

Essential and important machinery, where one out of two motors are normally in operation, shall have an arrangement for stand-by start when the voltage drops out, at too low pressure or excessive temperature.

The pump which was last in operation shall start after a black-out.

Sequential start

All motors, which are necessary for propulsion, main engines, ventilation etc., shall start automatically in sequence after a black-out.

This also applies to necessary machinery with special properties.

Main propulsion motors (2 off)

Two (2) off High speed asynchronous marine type Propulsion Motors, AC, or permanent magnet type, one(1) per shaft line, shall be connected to two (2) Main reduction gearboxes

The motors shall be dimensioned to withstand the heat developed because of the frequency adjustment.

Minimum requirement for each motor:

- Voltage 690V, 60Hz, power supply from both MSB's.
- Power minimum 3000 kW and max 900 RPM.
- Installation in accordance with the motor makers' requirements.
- Shall be able to rotate in both directions

The following equipment shall be installed on the motors:

- Sensors for monitoring of winding temperature, PT100 (2 sets).
- Sensors for monitoring of bearings, PT100.
- Detector for cooling water leakage.
- Stand still anti-condensation heat.

All sensor signals to be integrated into IAS

Thruster motors (Three (3) off)

Three (3) off AC, asynchronous, marine type motors shall be installed, two (2) in bow thruster compartment and one (1) in stern thruster compartment.

The motors shall be dimensioned to withstand the heat developed resulting from the frequency adjustment.

Minimum requirement for each motor:

- Voltage 690V, 60Hz.
- Power 800 kW for each of the forward thrusters, and 1000kW for the aft thruster.
- Installation in accordance with the auxiliary thruster makers' requirements.

The following equipment shall be installed on the motor:

- Sensors for monitoring of winding temperature, PT100 (2 sets).



- Sensors for monitoring of bearings, PT100.
- Detector for cooling water leakage.
- Stand still anti-condensation heat.



APPENDIX 1: BUYER'S SUPPLY

APPENDIX 2: PAINT SPECIFICATION

APPENDIX 3: CATERING EQUIPMENT LIST

APPENDIX 4: SINGLE LINE DIAGRAM

APPENDIX 5: ARCHITECTURAL DESIGN/BUYER'S ARCHITECTS SCOPE OF WORK

APPENDIX 6: MAKER'S LIST

APPENDIX 7: INTERIORS REFERENCE & GUIDANCE BOOK

APPENDIX 8: CATERING AREAS ARRANGEMENT

AMENDMENT NO. 1 TO SHIPBUILDING CONTRACT

THIS AMENDMENT NO. 1 TO SHIPBUILDING CONTRACT (this "Amendment") is made and entered into as of May 21, 2018, by and between BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, a Croatian corporation ("Brodosplit"), and POLARIS EXPLORATION INC., a Marshall Islands corporation ("Polaris"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Building Contract (as defined below).

WITNESSETH

WHEREAS, Brodosplit and Polaris are parties to that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated March 22, 2018 (the "Building Contract"), pursuant to which Brodosplit, as Builder, has agreed to design, build and deliver to Polaris, as Buyer, one polar expedition cruise vessel as described in the Building Contract (the "Vessel") on the terms and conditions set forth therein;

WHEREAS, Polaris and Vinson Expeditions LLC, a Marshall Islands limited liability company ("Vinson"), are parties to that certain BIMCO Standard Bareboat Charter, dated as of March 22, 2018 (the "Bareboat Charter"), pursuant to which Polaris, as Owners, has agreed to charter to Vinson, as Charterers, the Vessel on the terms and conditions set forth therein;

WHEREAS, Clause XXI of the Building Contract sets forth certain conditions precedent to the effectiveness of the Building Contract that must be fulfilled within sixty (60) days from the date of the Building Contract, otherwise the Building Contract will become null and void in accordance with its terms;

WHEREAS, Clause 33 of the Bareboat Charter sets forth certain conditions precedent to the effectiveness of the Bareboat Charter (and any guarantee in respect of any liabilities or obligations under the Bareboat Charter) that must be fulfilled within sixty (60) days from the date of the Bareboat Charter, otherwise the Bareboat Charter will become null and void in accordance with its terms;

WHEREAS, as of the date of this Amendment, certain of the conditions precedent in Clause XXI of the Building Contract and Clause 33 of the Bareboat Charter have not been fulfilled, and absent an extension of the 60-day period to fulfill those conditions precedent, the Building Contract and the Bareboat Charter would become null and void in accordance with their terms; and

WHEREAS, to provide additional time to fulfill all conditions precedent to the effectiveness of the Building Contract and the Bareboat Charter, and to avoid having the Building Contract and the Bareboat Charter become null and void, Brodosplit and Polaris desire to amend the Building Contract to extend the 60-day period for satisfaction of the conditions precedent set forth in Clause XXI thereof.

NOW, THEREFORE, in consideration of the premises, and pursuant to Clause XXIV.1 of the Building Contract, Brodosplit and Polaris hereby amend the Building Contract as follows:

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1. Amendment to Clause XXI. The last sentence of Clause XXI of the Building Contract is hereby amended by deleting the words "sixty (60) days" and inserting in lieu thereof the words "seventy-five (75) days".

2. Governing Law; Dispute Resolution. Clause XVII (Dispute Resolution and Governing Law) of the Building Contract is incorporated herein by reference as though set forth herein in full.

3. Counterparts. This Amendment may be executed by the parties on separate counterparts, each of which shall be deemed an original and both of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

4. Building Contract Otherwise Unchanged. Except as expressly amended or supplemented by this Amendment, the Building Contract shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Brodosplit and Polaris have each caused this Amendment to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT,
dioničko društvo

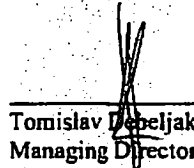
By:



Zoran Kunkera
Management Board Member / Director

POLARIS EXPLORATION INC.

By:



Tomislav Debeljak
Managing Director

The undersigned, by executing this Amendment, acknowledges that it has reviewed and approved the terms of this Amendment.

VINSON EXPEDITIONS LLC

By:



Scott Moore
Treasurer and Secretary

AMENDMENT NO. 2 TO SHIPBUILDING CONTRACT

THIS AMENDMENT NO. 2 TO SHIPBUILDING CONTRACT (this "Amendment") is made and entered into as of June 4, 2018, by and between BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, a Croatian corporation ("Brodosplit"), and POLARIS EXPLORATION INC., a Marshall Islands corporation ("Polaris"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Building Contract (as defined below).

WITNESSETH

WHEREAS, Brodosplit and Polaris are parties to that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Building Contract"), pursuant to which Brodosplit, as Builder, has agreed to design, build and deliver to Polaris, as Buyer, one polar expedition cruise vessel as described in the Building Contract (the "Vessel") on the terms and conditions set forth therein;

WHEREAS, Polaris and Vinson Expeditions LLC, a Marshall Islands limited liability company ("Vinson"), are parties to that certain BIMCO Standard Bareboat Charter, dated as of March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Bareboat Charter"), pursuant to which Polaris, as Owners, has agreed to charter to Vinson, as Charterers, the Vessel on the terms and conditions set forth therein;

WHEREAS, Clause VIII.1(b) of the Building Contract provides that changes due to technical requirements related to lightweight distribution and stability as referred to in paragraph (016) of the Specification and/or related to noise and vibrations reduction measures, as referred to in paragraph (511) of the Specification shall be considered and dealt with as Buyer's modifications under Clause VIII.1(a) of the Building Contract;

WHEREAS, issues related to lightweight distribution and stability, and changes related to noise and vibrations reduction measures, have arose, and the Parties desire to address those issues through (i) this Amendment, and (ii) a Change Order in the form of Appendix 1 to this Amendment to be executed simultaneously with this Amendment;

WHEREAS, Clause V.4(b) of the Building Contract requires that the Builder provide to the Buyer a Guarantee (as described therein) in respect of the first four installments of the Contract Price simultaneously with the Buyer's making the first payment upon the Building Contract becoming effective;

WHEREAS, Clause XXI of the Building Contract sets forth certain conditions precedent to the effectiveness of the Building Contract, including delivery to the Buyer of the Guarantee referred to above, and obtaining the approval of the Croatian Bank for Restructuring and Development (HBOR) of the ECA and the loan financing 80 percent of the Contract Price;

WHEREAS, as of the date hereof, (i) the Ministry of Finance of the Republic of Croatia has approved issuance of the Guarantee (which will cover 80 percent of the first four installments of the Contract Price), but such Guarantee will not be issued until the HBOR loan documentation

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is finalized, and (ii) the Croatian Bank for Restructuring and Development (HBOR) has approved the loan financing 80 percent of the Contract Price on the terms set forth in a term sheet issued by HBOR on May 17, 2018; and

WHEREAS, the Buyer and the Builder (i) agree that the Government of the Republic of Croatia's approval of the issuance of the Guarantee referred to above, and the issuance by HBOR of the term sheet as described above, are sufficient to lift the subjects set forth in Clause XXI.4 and XXI.5, respectively, of the Building Contract, and (ii) confirm that the other conditions set forth in Clause XXI of the Building Contract have been satisfied, and therefore desire to confirm that the Building Contract has become effective as of the date hereof;

NOW, THEREFORE, in consideration of the premises, and pursuant to Clause XXIV.1 of the Building Contract, Brodosplit and Polaris hereby amend the Building Contract as follows:

1. Amendments to Clause 1.

- (a) The fourth paragraph of Clause 1 of the Building Contract, the part titled "Principal Dimensions", is hereby amended to read in its entirety as follows:

Principal Dimensions

Length over all	abt 127.97 m
Length between perpendiculars	115.58 m
Breadth moulded	abt 21.50 m
Depth moulded	abt 7.00 m
Draft Design (above base line)	5.10 m
Draft Summer (above base line)	5.10 m
Draft Scantling (above base line)	5.25 m
Displacement at Design Draft (even keel)	abt 9275 metric tonnes

- (b) The fourth paragraph of Clause 1 of the Building Contract, the part titled "Deadweight", is hereby amended to read in its entirety its follows:

Deadweight

Deadweight at 5.10 m design draught (above base line) to be about 1445 metric tonnes.

- (c) The fourth paragraph of Clause 1 of the Building Contract, the part titled "Comfort Class/Sound, Vibration and Indoor Climate Requirements", is hereby amended to read in its entirety as follows:

Comfort Class/Sound, Vibration and Indoor Climate Requirements

DNV-GL Comfort Class (C2)(V2) for Passenger Areas. Subject to the Builder's complying with the steps stated in paragraph 3 of Contract Change Order No. 1. dated June 4, 2018, the Buyer agrees that, notwithstanding

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anything stipulated otherwise or differently in the Contract and/or Specifications, it will not reject the Vessel based on the results of the noise measurements provided at Trial, even if those test results do not fully satisfy Classification Society requirements COMF (V2) for Passenger Areas. The Buyer, in that case, will accept delivery of the Vessel and the Builder shall be obliged to rectify the identified noise deficiencies prior to the commencement of the 2020 Antarctic season (on or about November 15, 2020). Should the identified noise deficiencies not be rectified prior to the commencement of the 2020 Antarctic season, despite Builder's best efforts, then the identified noise deficiencies shall be rectified at a time and place mutually agreed by the parties which does not conflict with passenger operations; provided that in any case, the identified noise deficiencies shall be rectified prior to the expiration of the Warranty Period. Builder's obligation to rectify the identified noise deficiencies shall be treated as a warranty claim and the Buyer's right to enforce that obligation shall be subject to assignment in accordance with Clause XIII.3.

The Buyer will relax the noise testing standards by specifically declaring that the thruster system is for short term maneuvering only and not part of the operational profile, and thus the thruster operation shall not be included in noise measurements by the Classification Society during Trials.

2. Amendment to Clause V.4(b). Clause V.4(b) of the Building Contract is hereby amended to read in its entirety as follows:

- (b) The Builder shall provide to the Buyer a Guarantee issued by the Ministry of Finance of Republic of Croatia or by a Croatian or international bank (at Builder's option) in respect of 80 percent of the first four Installments of the Contract Price, such Guarantee shall be subject to final approval of its wording by the Guarantor, and shall be submitted to the Buyer in connection with the Buyer's entry into fully-executed loan agreements for the Construction Period Financing and the Post-Delivery Financing (as those terms are defined in Clause 34(c) of the Bareboat Charter).

3. Amendment to Clause XI.2. Clause XI.2 of the Building Contract is hereby amended to read in its entirety as follows:

2. **Guaranteed Deadweight**

- (a) The actual deadweight of the Vessel when fully loaded as described in Clause I shall not be less than 1445 metric tonnes on a design draught of 5.10 m (above base line).
- (b) Should the actual deadweight be up to 98 metric tonnes less than 1445 metric tonnes, or not below 1347 metric tonnes, there shall be no decrease in the Contract Price.

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- (c) Should the actual deadweight be less than 1347 metric tonnes, the Builder shall compensate the Buyer by the amount of One Thousand Euro (€1,000 only) per metric tonne for every metric tonne of deficiency up to a maximum deficiency of 47 metric tonnes.
- (d) If the deficiency in deadweight on a design draught of 5.10 m (above base line) exceeds 145 metric tonnes, namely if the Vessel's actual deadweight on a draught as above is below 1300 metric tonnes, then the Buyer may, at his option, reject the Vessel and rescind the Contract as hereinafter provided or accept the Vessel under the conditions to be mutually agreed.

4. Execution of Change Order. Simultaneously with the execution and delivery of this Amendment, Brodosplit and Polaris will execute and deliver, and Vinson will approve, a Change Order in the form of Appendix I to this Amendment.

5. Confirmation of Effectiveness of the Building Contract. The Builder and the Buyer hereby acknowledge that (i) the Government of the Republic of Croatia has approved the issuance of the Guarantee referred to in Clause V.4(b) of the Building Contract (as amended by this Amendment), (ii) the loan financing 80 percent of the Contract Price with the Croatian Bank for Restructuring and Development (HBOR) on the terms set forth in a term sheet issued by HBOR on May 17, 2018 has been arranged, and (iii) the other conditions precedent set forth in Clause XXI of the Building Contract have been satisfied. On the basis of the foregoing, the Builder and the Buyer agree that the requirements of Clause XXI are satisfied, and confirm that the Building Contract is effective as of June 4, 2018.

6. Governing Law; Dispute Resolution. Clause XVII (Dispute Resolution and Governing Law) of the Building Contract is incorporated herein by reference as though set forth herein in full.

7. Counterparts. This Amendment may be executed by the parties on separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. Building Contract Otherwise Unchanged. Except as expressly amended or supplemented by this Amendment, the Building Contract shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Brodosplit and Polaris have each caused this Amendment to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT,
dioničko društvo

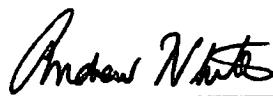
By: 
Zoran Kunkera
Management Board Member / Director

POLARIS EXPLORATION INC.

By: 
Tomislav Debeljak
Managing Director

The undersigned, by executing this Amendment, acknowledges that it has reviewed and approved the terms of this Amendment.

VINSON EXPEDITIONS LLC

By: 
Andrew White
President

APPENDIX 1
FORM OF CHANGE ORDER

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Contract Change Order N°: 01

Date: June 4, 2018

Shipbuilding Contract: For Construction of One Polar Expedition Cruise Vessel between
Brodogradevna Industrija Split dioničko društvo, and Polaris
Exploration Inc.
Dated: March 22, 2018
Hull Number: 487

Ordered by:	Polaris Exploration Inc.
Reference to quotation/agreement:	
Description of change:	
1. The Deadweight of the Vessel is reduced from about 1644 metric tonnes at 5.00 m design draught (above base line) to about 1445 metric tonnes at 5.10 m design draught (above base line).	
2. The parties agreed as follows:	
- Loading conditions and probabilistic limit curves will be for the following case: - Original hull shape, including rise of floor and B = 21.5 m - All steel, no aluminium - LWT = 7830 metric tonnes - VCG = 10.48 m - Corresponding draught for departure = 5.10 m - In the Vessel operations, restriction in filling/emptying different types of consumables (MDF, FW, SWW) is implemented i.e. the tanks are emptied/filled pair-by-pair, not all at the same time. This means that only one pair of each type can be partly filled, the remaining tanks must be either completely full or completely empty.	
- When full, the MDF tanks should be pressed up to 99 %. - It will be possible to direct the sanitary waste water from all cabins to one pair of tanks. - Full ice condition can first occur after four days of sailing at full speed. - Based on above new DWT figures are determined and agreed with the Buyer. - The Buyer explicitly agrees to accept the Vessel with loading conditions as described in this paragraph 2 notwithstanding anything stipulated otherwise or differently in the Contract and/or Specifications.	
3. The parties agree that the Builder, in order to reduce the risk of excessive noise and secure compliance with the Classification Society rules, shall undertake and perform the following steps:	
1. The propellers will be 5-bladed. 2. The GA forward arrangements will be improved as per Quark's proposal (GA rev 7 - Fwd Fr 100 Dk 01 & 02) 3. The propellers will be inward turning as considered optimum from noise and vibration point of view for this vessel. 4. Pressure pulsations to be below 1.5 kPa. 5. A reduced noise thruster arrangement to be implemented in the bow, with a target of 7 -10 dB reduction below the standard thruster offerings of the makers on the Maker's List.	
Influence on Function: None	
Influence on Performance: None	
Influence on Dead Weight: The Deadweight of the Vessel is reduced from about 1644 metric tonnes at 5.00 m design	

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Contract Change Order N°: 01

Date: June 4, 2018

Shipbuilding Contract: For Construction of One Polar Expedition Cruise Vessel between
Brodogradevna Industrija Split, dioničko društvo, and Polaris
Exploration Inc.

Dated: March 22, 2018

Hull Number: 487

draught (above base line) to about 1445 metric tonnes at 5.10 m design draught (above base line).
Influence on Contract Delivery Date: None

Cost (+) / Credit (-), Fixed Price:	EUR	0.00
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Authorised Buyer's Representative approval:		Authorised Builder's Representative approval:	
Date:	June 4, 2018	Date:	June 4, 2018
Signature:		Signature:	
Name in Capital letters:	Tomislav Debeljak	Name in Capital letters:	Zoran Kunkera

The undersigned, by executing this Change Order No. 01, acknowledges that it has reviewed and approved the terms of this Change Order.

VINSON EXPEDITIONS LLC

By: _____
Andrew White
President

VK

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AMENDMENT NO.3 TO SHIPBUILDING CONTRACT

THIS AMENDMENT NO.3 TO SHIPBUILDING CONTRACT (this "Amendment") is made and entered into as of July 27, 2018, by and between BRODOGRAEVNA INDUSTRIJA SPLIT, dioničko društvo, a Croatian corporation ("Brodosplit"), and POLARIS EXPLORATION INC., a Marshall Islands corporation ("Polaris"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Building Contract (as defined below).

WITNESSETH

WHEREAS, Brodosplit and Polaris are parties to that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Building Contract"), pursuant to which Brodosplit, as Builder, has agreed to design, build and deliver to Polaris, as Buyer, one polar expedition cruise vessel as described in the Building Contract (the "Vessel") on the terms and conditions set forth therein;

WHEREAS, Polaris and VinsonExpeditions LLC, a Marshall Islands limited liability company ("Vinson"), are parties to that certain BIMCO Standard Bareboat Charter, dated as of March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Bareboat Charter"), pursuant to which Polaris, as Owners, has agreed to charter to Vinson, as Charterers, the Vessel on the terms and conditions set forth therein;

WHEREAS, ~~Clause V.2 (a), (b), (c), (d) and (e) of the Building Contract provides that~~ the Contract Price agreed in Clause IV of the Building Contract shall be paid in four equal advance instalments each in the amount of €1,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) and a fifth instalment payable on delivery of the Vessel in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) plus or minus (as the case may be) the sums referred to in Clause V paragraph 2 (e) (ii) and (iii); and

WHEREAS, the Parties wish to amend the Terms of Payment of the Contract Price as set forth in Clause V, paragraph 2 (a), (b), (c) and (d) of the Building Contract;

NOW, THEREFORE, in consideration of the premises, and pursuant to Clause XXIV.1 of the Building Contract, Brodosplit and Polaris hereby amend the Building Contract as follows:

1. Amendments to Clause V.

1.1 The second paragraph of Clause V of the Building Contract, the part titled "Terms of Payment of Contract Price", is hereby amended to read in its entirety as follows:

2. Terms of Payment of Contract Price

The Contract Price shall be paid by the Buyer to the Builder in the following Instalments (the "Instalments") and in the following manner and subject to the

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terms of paragraph 3 hereof for the account of the Builder at a bank to be designated by the Builder (the "Bank") without any deduction whatsoever on the dates on which the payments are due, payment only being made when the same is credited to the bank for the account of the Builder. Expenses for remitting payments and any other expenses connected with such payments shall be for account of the Buyer.

(a) First Instalment

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid upon this Contract becoming effective in accordance with Clause XXI.

(b) Second Instalment

The sum of €42,553,196.36 (Say: Forty-two Million Five Hundred Fifty-three Thousand One Hundred Ninety-six and 36/100 Euros only) representing forty per cent (40%) of the Contract Price shall be paid on keellaying of the Vessel.

(c) Third Instalment

The sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid on launching of the Vessel.

(e) Fourth Instalment

Upon completion of the Vessel in accordance with this Contract and tender of delivery and acceptance of the Vessel in accordance with Clause X, the Buyer shall pay to the Builder as set forth below:

- (i) the sum of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price;
- (ii) plus the purchase price in Euro of unused consumable stores remaining on board the Vessel at the time of delivery as provided in this Contract and any charges payable pursuant to Clause VII.5;
- (iii) plus or minus (as the case may be) the amount of any increase or decrease (if any) in Euros due to adjustments as set forth in Clause IV.4, Clause VIII and/or Clause XI of this Contract.

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1.2. The third paragraph of Clause V of the Building Contract, the part titled "Method of Payment", is hereby amended to read in its entirety as follows:

3. Method of Payment

- (a) In respect of the second and third instalment, at least ten (10) running days prior to the date on which such Instalment shall fall due hereunder, the Builder shall notify the Buyer of the date such Instalment shall be due. In addition to the above mentioned notice of ten (10) running days, the Builder shall also, in respect of the second and third Instalments only, give to the Buyer another notice at last seven (7) running days in advance of the likely date when the payment of the second Instalment and the third Instalment is likely to fall due.
- (b) The fourth Instalment (adjusted in amount pursuant to this Contract) shall be paid by the Buyer concurrently with the delivery of the Vessel in accordance with Clause X hereof, including execution by the Builder and the Buyer of the Protocol of Delivery and Acceptance of the Vessel as mentioned in Clause X hereof.
- (c) Should the Buyer secure the drawdown of 50 % (fifty percent) of the second loan tranche financing the Advance Payments before the Second Instalment falls due as provided for hereinabove, the Parties agree to reinstate the Terms of Payment of the Contract Price in five Instalments of the Contract Price falling due as it was originally agreed in the Building Contract, and all amendments to the Building Contract made pursuant to this Amendment shall be deemed reversed and the original wording (prior to such amendments) reinstated.
- (d) The Builder has the right to extend the Delivery Date of the Vessel for the same number of days equal to the delay in the payment of any Instalment, or a part of thereof.

No payment under this Contract shall be delayed or withheld by the Buyer on account of any dispute or disagreement of whatever nature arising between the parties hereto.

1.3. The fourth paragraph of Clause V of the Building Contract (as previously amended by Amendment No. 2 to the Building Contract), the part titled "Advance Payment", is hereby further amended to read in its entirety as follows:

4. Advance Payment

- (a) The payments made by the Buyer prior to the delivery of the Vessel shall be in the nature of advances to the Builder, and in the event that this Contract is rescinded by the Buyer in accordance with the express terms hereof and subject always to the conditions of this Contract authorising the

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Buyer to do so but not otherwise, then in such event, the terms of Clause XVI.1 of this Contract shall apply.

- (b) The Builder shall provide to the Buyer a Guarantee issued by the Ministry of Finance of Republic of Croatia or by a Croatian or international bank (at Builder's option) in respect of 80 percent of the advance Instalments of the Contract Price, such Guarantee shall be subject to final approval of its wording by the Guarantor, and shall be submitted to the Buyer prior to Buyer's effecting the first payment as per Clause V.2(a) of this Contract.

2. Amendment to Clause XI. The first sentence of Clause XI of the Building Contract is hereby amended to read as follows:

The last Instalment of the Contract Price of the Vessel (payable upon completion of the Vessel in accordance with this Contract and tender of delivery and acceptance of the Vessel in accordance with Clause X), shall be subject to adjustment, as hereinafter set forth, in the event of the following contingencies or any of them:

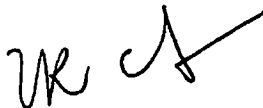
For the avoidance of doubt, the remainder of Clause XI of the Building Contract, except for the first sentence which is amended as provided above, remains unchanged and in full force and effect.

3. Governing Law: Dispute Resolution. Clause XVII (Dispute Resolution and Governing Law) of the Building Contract is incorporated herein by reference as though set forth herein in full.

4. Counterparts. This Amendment may be executed by the parties on separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Building Contract Otherwise Unchanged. Except as expressly amended or supplemented by this Amendment, the Building Contract shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, Brodosplit and Polaris have each caused this Amendment to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT,
dioničko društvo

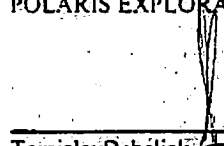
By:



Zoran Kunkera
Management Board Member / Director

POLARIS EXPLORATION INC.

By:

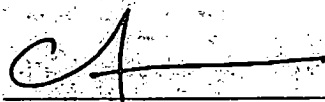


Tomislav Debeljak
Managing Director

The undersigned, by executing this Amendment, acknowledges that it has reviewed and approved the terms of this Amendment.

VINSON EXPEDITIONS LLC

By:



Scott Moore
Treasurer and Secretary

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AMENDMENT NO. 4 TO SHIPBUILDING CONTRACT

THIS AMENDMENT NO. 4 TO SHIPBUILDING CONTRACT (the "Amendment") is made and entered into as of 18th of October, 2019, by and between BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, a Croatian corporation, having its registered office at Put Supavla 21, 21000 Split, Croatia, as the builder ("Brodosplit"), and POLARIS EXPLORATION INC., a Marshall Islands corporation, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands, MH 96960, as the buyer ("Polaris").

Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Building Contract (as defined below).

WITNESSETH

WHEREAS, Brodosplit and Polaris are parties to that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated March 22, 2018 (as subsequently amended) (the "Building Contract"), pursuant to which Brodosplit as Builder, has agreed to design, build and deliver to Polaris, as Buyer, one polar expedition cruise vessel as described in the Building Contract (the "Vessel") on the terms and conditions set forth therein;

WHEREAS, Polaris and Vinson Expeditions LLC, a Marshall Islands limited liability company ("Vinson"), are parties to that certain BIMCO Standard Bareboat Charter, dated as of March 22, 2018 (the "Bareboat Charter"), pursuant to which Polaris, as Owners, have agreed to charter to Vinson, as Charterer, the Vessel on the terms and conditions set forth therein;

WHEREAS, Brodosplit, Polaris and Vinson are also all parties to a Dispute Resolution Agreement dated 22 March 2018 (the "Dispute Resolution Agreement") and Brodosplit, Polaris and Vinson hereby acknowledge that the amendment to Clause XVII.1 in this Amendment No. 4 is also accepted by the parties for the purposes of the Dispute Resolution Agreement.

WHEREAS, Clause V.2 (a), (b), (c), (d) and (e) of the Building Contract provide that the Contract Price agreed in Clause IV of the Building Contract shall be paid in three advance instalments as follows: the first instalment in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price upon the Building Contract becoming effective in accordance with Clause XXI; the second instalment in the amount of €42,553,196.36 (Say: Forty-two Million Five Hundred Fifty-three Thousand One Hundred Ninety-six and 36/100 Euros only) representing forty per cent (40%) of the Contract Price on keel laying of the Vessel (the Second Instalment); the third instalment in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price on launching of the Vessel, and the fourth, final instalment shall be paid upon completion of the Vessel and tender of delivery and acceptance of the Vessel in accordance with Clause X in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price, plus or minus (as the case may be) any sums payable pursuant to Clause VII.5, Clause IV.4, Clause VIII and/or Clause XI of the Building Contract;

WHEREAS, the Parties wish to amend the terms of the Building Contract.

NOW, THEREFORE, in consideration of the promises, and pursuant to Clause XXIV.1 of the Building Contract, Brodosplit and Polaris hereby amend the Building Contract as follows:

1. Amendments to Clause X

1.1 New paragraph 9 is hereby added to Clause X of the Building Contract which reads as follows:

9 Progress Milestones

The Builder agrees it shall submit to the Buyer statements certified by Ingenieurbüro Weselmann GmbH & Co. KG, a company organized and existing under the laws of Germany, having its registered seat in 20459 Hamburg, Steinhöft 11, Germany, EU VAT identification number: DE 301510342, represented solely and independently by the CEO Mr. Bernd Holst, evidencing the completion of the following milestones (each a "Progress Milestone") by the date stated herein:

a) production of 50% of the total steel by 25 November 2019

b) preparation for Launching of the Vessel by 28 February 2020

c) Power on of the main switchboard by 15 August 2020

thereinafter each referred to as "Vessel Construction Progress Control Dates").

The Vessel Construction Progress Control Dates are subject to extension by permissible delays in accordance with Clause XII (Delays and Extension of Delivery Including Force Majeure) or extension in accordance with Clause VIII (Modifications) of the Building Contract. However, and for the avoidance of doubt, the parties agree that delayed completion of a Progress Milestone and/or any extension to any Vessel Production Progress Control Dates, shall not be deemed implied or in any other way seen as an amendment, extension or variation of the Delivery Date.

2. Amendments to Clause V.

2.1 Clause V, paragraph 2 (b) of the Building Contract is hereby amended to read as follows:

(b) Second Instalment

The first part of the second instalment in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty percent (20%) of the Contract Price shall be paid on 13th of August 2019, and

the second part of the second instalment in the amount of €21,276,598.18 (Say: Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty per cent (20%) of the Contract Price shall be paid within ten (10) days from the date of execution of this amendment.

2.2 By signing this Amendment the Builder waives its rights under the Building Contract arising from any purported delay in the Buyer's payment of the Second Instalment as such may have been due and owing prior to this amendment No. 4.3. Amendments to Clause XVI.

3.1. Clause XVI., paragraph 2 (b) of the Building Contract, is hereby amended to read as follows:

b) (i) a final order is made or an effective resolution is passed for the winding up of the Builder, or (ii) a receiver is appointed in respect of the whole or a substantial part of the business of the Builder, or (iii) the Builder suspends the payment of its debts; (iv) the whole or any substantial part of the Builder's business or assets is subject to compulsory acquisition by any national, state provincial or local government or any agency or instrumentality thereof for a period exceeding sixty (60) days, or (v) anything analogous to or having a substantially similar effect to

any of the events specified in (i) to (iv) above occurs under the laws of any applicable jurisdiction or (vi) the Builder fails to achieve the completion of a Progress Milestone by the Vessel Construction Progress Control Date (plus an additional period of thirty (30) days after the expiration of the relevant Vessel Construction Progress Control Date(s)) set forth in Clause X.9. (Progress Milestones) of the Building Contract.

In case that the Builder shall not complete a Progress Milestone by the relevant Vessel Production Progress Control Date, the Builder shall within thirty (30) days from the expiry thereof notify the Buyer of the new planned Vessel Production Progress Control Date for the relevant Progress Milestone (the "New Vessel Construction Progress Control Date"). The Buyer shall have the right, within twenty one (21) days from receipt of such notice from the Builder, to terminate the Building Contract in accordance with the provisions of this Clause XVI, paragraph 2 (b)(vi). If the Buyer fails to terminate the Building Contract within the said twenty one (21) days following the receipt of the Builder's notice it shall be conclusively considered that the Buyer has accepted the New Vessel Construction Progress Control Date and the Buyer shall thereafter not be entitled to terminate the Building Contract for reason of that particular missed or delayed Progress Milestone save that should any New Vessel Construction Progress Control Date not be met then the parties agree that the terms of this Clause XVI.2(b) shall apply to such also.

For the avoidance of doubt the parties agree that completion of a Progress Milestone and any extension that may be granted to any Vessel Production Progress Control Date (or any New Vessel Production Progress Control Date), whether by this clause or otherwise, shall not be deemed, implied or in any other way seen as an amendment, extension or variation of the Delivery Date. In particular, but not limited to, if the Buyer does not exercise its termination right and any New Vessel Construction Progress Control Date(s) are deemed accepted then such additional extended timeframe shall not in any way effect the Delivery Date.

4. Amendment to Clause XVII.1

4.1 The first paragraph of clause XVII.1 is hereby replaced to read as follows:

1. Any dispute or disagreement between the parties hereto as to any technical matters not governed by or relating to the rules and regulations of the Classification Society may be referred to an expert to be agreed upon by the parties (the person so selected by the parties, (the "Expert"). The parties may agree upon different Experts for different types of matters. A matter in dispute may be referred to the Expert at any time by the Buyer or the Builder by written referral, which shall:

(i) describe in sufficient detail the matter in dispute, (ii) explain the basis for the position taken by the referring party, (iii) explain the reasons for disagreement with the position of the non-referring party, and (iv) indicate the determination the referring party is asking the Expert to make.

A copy of the referral shall be delivered to the non-referring party at the same time the referral is delivered to the Expert. The non-referring party shall then have three (3) days to submit its position in writing to the Expert with a copy delivered to the referring party at the same time. If the non-referring party raises any new evidence or arguments, the referring party shall have three (3) days to offer a response to those points, but may not themselves add or raise any new issues. The Expert may request additional information (in oral or written form) from either or both parties with both questions and answers to be shared with all parties. The party who is subject to the request shall have two (2) days to respond.

The Expert may request additional expert advice from other persons within his organisation subject to the agreement of the parties (such agreement not to be unreasonably withheld or delayed).

The Expert shall, within seven (7) days, issue his determination with regard to the matter in dispute. The time for determination by the Expert will in such cases run from the date he receives any requested additional information.

All references to days in this clause shall be working days (to be construed as days when banks in England and Wales are open for business).

4.2 *Clause XVII.1 shall thereafter continue unamended from the words "If the matter in dispute concerns whether the Buyer's remarks or instructions constitute a modification and/or whether the Builder's preferred approach would have a material adverse effect on the utility, maintainability, functionality or performance of the Vessel, the following procedure shall apply."*

5. Governing Law: Dispute Resolution. Clause XVII.1 (Dispute Resolution and Governing Law) of the Building Contract is incorporated herein (as amended herein) by reference as though set forth herein in full.

6. Counterparts. This Amendment may be executed by the parties on separate counterparts, each of which shall be deemed an original and both of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart thereof.

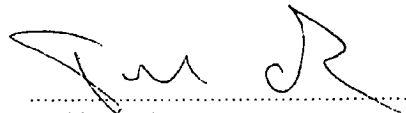
7. Building Contract Otherwise Unchanged. Except as expressly amended or supplemented by this Amendment, the Building Contract shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Brodosplit and Polaris have each caused this Amendment to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko
društvo

By:



Tomislav Corak,
Member of the Management Board

POLARIS EXPLORATION INC.

By:



Tomislav Debeljak
Managing Director

The undersigned, by executing this Amendment, acknowledges that it has reviewed and approved the terms of this Amendment.

VINSON EXPEDITIONS LLC



By:
Andrew White
President

AMENDMENT NO. 5 TO SHIPBUILDING CONTRACT

THIS AMENDMENT NO. 5 TO SHIPBUILDING CONTRACT (this "Amendment") is made and entered into as of 16th day of March, 2020, by and between BRODOGRADEVNA INDUSTRIJA SPLIT, dioničko društvo, a Croatian corporation, having its registered office at Put Supavla 21, 21000 Split, Croatia, as the builder ("Brodosplit"), and POLARIS EXPLORATION INC., a Marshall Islands corporation, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960, as the buyer ("Polaris").

Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Building Contract (as defined below).

WITNESSETH

WHEREAS, Brodosplit and Polaris are parties to that certain Shipbuilding Contract for the Construction of One Polar Expedition Cruise Vessel, dated March 22, 2018 (as subsequently amended by amendment no.1 dated on 21st day of May, 2018, Amendment no. 2 dated on 4th day of June, 2018, Amendment no. 3 dated on 27th day of July, 2018 and Amendment no. 4 dated on 18th day of October, 2019) (the "Building Contract"), pursuant to which Brodosplit, as Builder, has agreed to design, build and deliver to Polaris, as Buyer, one polar expedition cruise vessel as described in the Building Contract (the "Vessel") on the terms and conditions set forth therein;

WHEREAS, Polaris and Vinson Expeditions LLC, a Marshall Islands limited liability company ("Vinson"), are parties to that certain BIMCO Standard Bareboat Charter, dated as of March 22, 2018 (as subsequently amended by Amendment no. 1 dated on 21st day of May, 2018, Amendment no. 2 dated on 13th day of August, 2018 and Amendment no. 3 dated on 18th day of October, 2019) (the "Bareboat Charter"), pursuant to which Polaris, as Owners, has agreed to charter to Vinson, as Charterers, the Vessel on the terms and conditions set forth therein;

WHEREAS, Clause V.2 (a), (b), (c) and (e) of the Building Contract provides that the Contract price agreed in Clause IV of the Building Contract shall be paid in four instalments. First and third advance instalment in the amount of € 21,276,598.18 (Say Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only), second advance instalment in the amount of €42,563,198.38 (Say: Forty-two Million Five Hundred Fifty-three Thousand One Hundred Ninety-six and 38/100 Euros Only) payable in two equal parts and fourth instalment payable on delivery of the Vessel in the amount of € 21,276,598.18 (Say Twenty-one Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) plus or minus (as the case may be) the sums referred to in Clause V paragraph 2 (e) (ii) and (iii); and

WHEREAS, the Parties wish to amend Clause V 2. (e), V 3. (b) and XI of the Building Contract.

WHEREAS, the Parties want to also capture the Builder's express waiver of its right relating to the delayed payment of the Second Instalment

NOW, THEREFORE, in consideration of the promises, and pursuant to Clause XXIV.1 of the Building Contract, Brodosplit and Polaris hereby amend the Building Contract as follows:

1. Amendment to Clause V 2. (e); Clause V 3.(b) and Clause XI

1.1 Sub-paragraph (e) of Clause V(2) of the Building Contract, titled Fourth Instalment, is hereby amended to read in its entirety as follows:

(e) Fourth Instalment

The fourth instalment comprises the following payments:

(i) the sum of € 21,276,598.18 (Say: Twenty – One Million Two Hundred Seventy-six Thousand Five Hundred Ninety-eight and 18/100 Euros only) representing twenty percent (20%) of the Contract Price which shall be paid in full by 12th June 2019 and

(ii) upon completion of the Vessel in accordance with this Contract and tender of delivery and acceptance of the Vessel in accordance with Clause X the Buyer shall pay to the Builder as set forth below:

(a) the purchase price in Euro of unused consumable stores remaining on board the Vessel at the time of delivery as provided in this Contract and any charges payable pursuant to Clause VII.5;

(b) plus or minus (as the case may be) the amount of any increase or decrease (if any) in Euros due to adjustments as set forth in Clause IV.4, Clause VIII and/or Clause XI of this Contract.

Any deficiency under this Clause V(e)(ii) which results in a payment being due from the Builder to the Buyer shall be paid by the Builder in accordance with the opening sentence of Clause XI.

1.2. Sub-paragraph (b) of Clause V(3) of the Building Contract, is hereby amended as follows:

(b) The items of the fourth instalment detailed in Clause v(2)(e)(ii) shall be paid by the Buyer and/or the Builder concurrently with the delivery of the Vessel in accordance with Clause X hereof, including execution by the Builder and the Buyer of the Protocol of Delivery and Acceptance of the Vessel as mentioned in Clause X hereof.

1.3 The opening sentence of Clause XI of the Building Contract is hereby amended as follows:

The Fourth Instalment of the Contract Price of the Vessel shall be subject to adjustment, as hereinafter set forth, in the event of the following contingencies or any of them. The parties agree that should the remaining elements payable of the Fourth Instalment (those under Clause V(e)(ii)) be lower than any adjustments made pursuant to this clause (or any other adjustment under the Contract) then the Builder shall concurrently with delivery of the Vessel in accordance with Clause X hereof and execution of the Protocol of Delivery and Acceptance, pay to the Buyer any adjustment to the Contract Price that is due pursuant to this Contract, including this Clause XI

2. Builders Express Waiver Relating solely to the Second Instalment:
Pursuant to the Building Contract the Second Instalment in the amount of €42,553,196.36 (Say: Forty-two Million Five Hundred Fifty-three Thousand One Hundred Ninety-six and 36/100 Euro) was payable in two parts first of which in the amount of €21,276,598.18 (Say: Twenty-one Million two Hundred Seventy-six Thousand Five Hundred Ninety eight and 18/100 Euro) was due on 13 August, 2019 but was paid on 16 August, 2019 and the second part in the amount of €21,276,598.18 (Say: Twenty-one Million two Hundred Seventy-six Thousand Five Hundred Ninety eight and 18/100 Euro) was due by 28 October, 2019 but it was actually paid on 21 November 2019. The Builder hereby confirms that the above delay in payment of the first and second part of the Second Instalment shall not be treated as Buyer's default under the terms of the Contract and the Builder hereby waives any rights relating to this delay in payment including, but not limited to, its right to extend the Delivery Date pursuant to Clause V 3. (c) of the Contract and/or to terminate the Contract pursuant to its Clause XVIII for reason of the delayed payment of first and second part of the Second Instalment.

3. The parties agree that any reference in the Building Contract to the "fifth instalment" shall now be construed as a reference to the "fourth instalment"

4. Governing Law: Dispute Resolution. Clause XVII (Dispute Resolution and Governing Law) of the Building Contract is incorporated herein (as amended herein) by reference as though set forth herein in full.

5. Counterparts. This Amendment may be executed by the parties on separate counterparts, each of which shall be deemed an original and both of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counter part of this Amendment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. Building Contract Otherwise Unchanged. Except as expressly amended or supplemented by this Amendment, the Building Contract shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Brodosplit and Polaris have each caused this Amendment to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

By: _____

Tomislav Čorak,

Member of the Management Board

POLARIS EXPLORATION INC.

By: _____

Tomislav Debeljak

Managing Director

The undersigned, by executing this Amendment, acknowledges that it has reviewed and approved the terms of this Amendment.

VINSON EXPEDITIONS LLC

By: _____

Paul Winkels

Manager

DELIVERY INCENTIVE AGREEMENT

THIS DELIVERY INCENTIVE AGREEMENT, dated as of March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made and entered into by and among:

- BRODOGRAĐEVNA INDUSTRIJA SPLIT, DIONIČKO DRUŠTVO, a corporation organized under the laws of Croatia (the "Builder");
- VINSON EXPEDITIONS, LLC, a limited liability company organized under the laws of the Republic of the Marshall Islands (the "Charterers"); and
- TIM MIDCO LIMITED, a private company limited by shares incorporated under the laws of England and Wales (the "Charterer Guarantor" and, together with the Builder and the Charterers, each a "Party" and, collectively, the "Parties").

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Building Contract (as defined below).

WITNESSETH:

WHEREAS, the Builder has entered into that certain Shipbuilding Contract, dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Building Contract"), with Polaris Exploration Inc., a corporation organized under the laws of the Republic of the Marshall Islands (the "Owners"), pursuant to which the Builder has agreed to design, build, launch, equip, complete and deliver to the Owners (in their capacity as Buyer under the Building Contract) or their nominee one polar expedition cruise vessel (Hull No. 487) as described in the Building Contract (the "Vessel");

WHEREAS, concurrent with the execution of the Building Contract, the Owners and the Charterers have entered into that certain Bareboat Charter, dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Bareboat Charter"), pursuant to which the Owners have agreed to demise charter the Vessel to the Charterers for a period of ten (10) years commencing on delivery of the Vessel by the Builder to the Owners in accordance with the Building Contract, and simultaneous delivery by the Owners to the Charterers under the Bareboat Charter;

WHEREAS, the Building Contract provides that the Vessel shall be completed in accordance with the Building Contract and delivered by the Builder to the Buyer at the Builder's Shipyard on or before October 1, 2020 (as such date may be adjusted for permissible delay in accordance with the Building Contract, the "Delivery Date");

WHEREAS, the Charterers desire to take delivery of the Vessel under the Bareboat Charter as early as possible, but not before September 1, 2020; and

WHEREAS, to incentivize the Builder to complete and deliver the Vessel as early as possible (but not before September 1, 2020), the Parties desire to enter into this Agreement under which the Builder will be entitled to an early delivery bonus payable by the Charterers if the Vessel

is delivered prior to October 9, 2020, and the Builder must make a late delivery payment to the Charterers if Vessel is delivered after October 22, 2020 (as such date may be adjusted pursuant to the terms of this Agreement);

WHEREAS, notwithstanding anything to the contrary herein, the provisions of this Delivery Incentive Agreement (including any guarantee herein) shall not become effective until all the conditions specified in Clause 33(a) of the Bareboat Charter are satisfied.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Delivery Incentive Payments.

(a) The following payment shall be made by the Charterers to the Builder, or by the Builder to the Charterers, depending on the date upon which the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers:

- (i) If the Vessel is delivered to the Charterers on or prior to September 24, 2020 (but not before September 1, 2020), the Charterers shall pay to the Builder the sum of Five Hundred Thousand Euro (€500,000.00); provided that if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, the amount payable by the Charterers to the Builder under this Section 1(a)(i) shall be Two Hundred Fifty Thousand Euro (€250,000.00).
- (ii) If the Vessel is delivered to the Charterers on or after September 25, 2020 but no later than October 8, 2020, the Charterers shall pay to the Builder the sum of Two Hundred Fifty Thousand Euro (€250,000.00).
- (iii) If the Vessel is delivered to the Charterers on or after October 9, 2020 but no later than October 22, 2020, neither Party shall make any payment to the other Party under this Agreement.
- (iv) If the Vessel is delivered to the Charterers on or after October 23, 2020 but no later than October 30, 2020, the Builder shall pay to the Charterers the sum of Two Hundred Fifty Thousand Euro (€250,000.00).
- (v) If the Vessel is delivered to the Charterers on or after October 31, 2020, the Builder shall pay to the Charterers the sum of Five Hundred Thousand Euro (€500,000.00).

(b) If the Delivery Date is extended pursuant to the terms of the Building Contract (other than due to an act or omission of the Buyer for which the Charterers are not responsible), the dates set forth in Sections 1(a)(iv) and (v) shall be extended by an equivalent period of time.

(c) Any payment due from the Charterers to the Builder under Section 1(a)(i) or Section 1(a)(ii) shall be made in Euro by wire transfer of immediately available funds, free of any set-off or deduction of any kind, to an account designated in writing by the Builder to the Charterers. Such payment shall be due within thirty (30) days after receipt by the Charterers of the Builder's invoice therefore.

(d) Any payment due from the Builder to the Charterers under this Agreement shall be made in Euro by wire transfer of immediately available funds, free of any set-off or deduction of any kind, to an account designated in writing by the Charterers to the Builder. Such payment shall be due on the date the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers.

(e) It is understood, acknowledged and agreed that this Agreement and any payments made hereunder shall have no effect on the terms of the Building Contract, including (without limitation) any obligation of the Builder to pay liquidated damages to the Buyer in accordance with the terms thereof.

2. Guarantee by the Charterer Guarantor. The Charterer Guarantor hereby irrevocably and unconditionally guarantees (as primary obligor and not by way of secondary liability only) to the Builder the due and punctual payment by the Charterers of all amounts due from the Charterers to the Builder hereunder. The Charterer Guarantor shall, upon default by the Charterers of their obligation to make a payment due to the Builder hereunder and receipt by the Charterer Guarantor of a first written demand from the Builder for payment of same (together with a copy of a demand made by the Builder to the Charterers for payment), pay to the Builder or to its order upon expiry of ten (10) days from receipt of such written demand the sum then due and owing from the Charterers to Builder under this Agreement.

3. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties to this Agreement, or in the case of a waiver, by the Party against whom the waiver is sought to be enforced.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4. Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of England and Wales. All claims, counterclaims, demands, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with this Agreement (“Disputes”) shall be brought and resolved solely in the High Court of England and Wales and any appellate courts thereto. Each of the Parties hereto hereby submits to the exclusive jurisdiction of the High Court of England and Wales and any appellate courts thereto.

5. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. Counterparts. This Agreement may be executed by the parties hereto on separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused this Delivery Incentive Agreement to be duly executed as of the day and year first above written.

BRODOGRAĐEVNA INDUSTRIJA SPLIT
dioničko društvo, as Builder

By: 
Name: Zoran Kunkera
Title: Management Board Member/Director

VINSON EXPEDITIONS LLC, as Charterers

By: 
Name: Andrew White
Title: President

TIM MIDCO LIMITED, as Charterer Guarantor

By: _____
Name: _____
Title: _____



[Signature Page to Delivery Incentive Agreement]

IN WITNESS WHEREOF, the Parties have each caused this Delivery Incentive Agreement to be duly executed as of the day and year first above written.

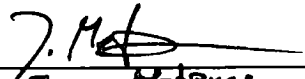
BRODOGRAĐEVNA INDUSTRIJA SPLIT
dioničko društvo, as Builder

By: _____
Name: Zoran Kunkera
Title: Management Board Member/Director

VINSON EXPEDITIONS LLC, as Charterers

By: _____
Name: Andrew White
Title: President

TIM MIDCO LIMITED, as Charterer Guarantor

By:  _____
Name: Zoran Kunkera
Title: Director

[Signature Page to Delivery Incentive Agreement]

This agreement is dated 12th December 2019

Parties

- (1) **BRODOGRAĐEVNA INDUSTRIJA SPLIT**, dioničkodruštvo, a corporation organised and existing under the laws of Croatia, having its registered office at Put Supavla 21, 21000 Split, Croatia (the "**Builder**")
- (2) **VINSON EXPEDITIONS LLC** a company organised and existing under the laws of the Republic of the Marshall Islands, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960 (the "**Charterer**")
- (3) **TIM MIDCO LIMITED** a private company limited by shares incorporated under the laws of England and Wales having its registered office at Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, UK (the "**Charterer Guarantor**")

Collectively, the "Parties"

BACKGROUND

- (A) The Builder, the Charterer and the Charterer Guarantor are party to a delivery incentive agreement dated 22 March 2018 which incentivises the Builder for early delivery of a polar expedition cruise vessel being constructed for the ultimate benefit of the Charterer (the "**Delivery Incentive Agreement**" or "**DIA**").
- (B) The parties have engaged in discussions to try and re-set the incentives and further incentives the Builder to meet certain key dates for the delivery of said vessel. Consequently, the parties wish to amend the Agreement as set out in this variation agreement with effect from the date of this variation agreement (the "**Variation Date**").
- (C) In the DIA the Charterer Guarantor guaranteed certain obligations of the Charterer under the DIA.
- (D) The Charterer Guarantor has agreed to join in this variation agreement to record its consent to the variations to the Agreement.

Agreed terms

1. Terms defined in the Agreement

In this variation agreement, expressions defined in the DIA and used in this variation agreement have the meaning set out in the DIA.

2. Consideration

In consideration of the mutual promises set out in this agreement, the parties agree to amend the DIA as set out below.

3. Variation

3.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement:

Clause 1(a) amended:	This clause is deleted in full and replaced to read as follows: 1. <u>Delivery Incentive Payments</u> (a) <i>The following payment shall be made by the Charterers to the Builder, or by the Builder to the Charterers, depending on the date upon which the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers:</i> (i) <i>If the Vessel is delivered to the Charterers on or prior to 4 December 2020 the Charterers shall pay to the Builder an incentive bonus sum of Two Million Euro (€2,000,000.00) (the "Incentive"), provided that if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, the amount payable by the Charterers to the Builder under this Section 1(a)(i) shall be One Million Seven Hundred and Fifty Thousand Euro (€1,750,000.00).</i> (ii) <i>If the Vessel is delivered to the Charterers after 4 December 2020, the Charterers shall pay to the Builder the Incentive stated in sub-paragraph (i) above subject to a deduction of One Hundred Thousand Euro for each day of delay in delivery after 4 December 2020 until such Incentive is exhausted in full, and reduced to zero, on 24 December 2020.</i> (iii) <i>If the Vessel is delivered to the Charterers after 24 December 2020 the Builder shall pay to the Charterers the sum of One Hundred Thousand Euro (€100,000.00) for each and every day of delay thereafter, subject to a maximum of One Million Euro (€1,000,000.00) as at 3 January 2020.</i>
Clause 1(b) amended	This clause is deleted in full and replaced to read as follows: (b) <i>If the Delivery Date is extended beyond 4 December 2020 due to one or more of the causes set out in paragraphs (i) to (iv) below then (A) the</i>

	dates set forth in Sections 1(a)(i) and (ii) above shall be extended by an equivalent period of time (subject to a maximum aggregate extension of 30 days for items caught by (ii) and (iii) below); and (B) the dates set forth in Sections 1(a)(iii) above (except where the Delivery Date is extended due to an act or omission of the Buyer for which the Charterers are not responsible) shall be extended by an equivalent period of time with no limitation: (i) modifications to the Specification and Plans requested pursuant to clause VIII(1) (Buyer Modifications) of the Building Contract after the date hereof (and subsequent to all CCO's up to and including CCO 27) which result in a duly executed Change Order(s) (in accordance with the Building Contract) which documents an agreed change to the Delivery Date. For the avoidance of doubt any extension to the Delivery Date in a CCO must be agreed, and justified, as per the terms of the Building Contract including Clause VIII(1); (ii) failure of the Buyers and/or the Charterers to deliver Buyer's Supplies (including any documentation and certification relating thereto) required under clause XX of the Building Contract and which are expressly identified by Class as being necessary and mandatory for the Vessel to achieve Class except where such failure is due to events of force majeure or otherwise beyond the control of the Buyer and/or the Charterers (including, but not limited to, the acts or omissions of third party suppliers); (iii) failure of the Buyers and/or Charterers to provide those documents, certificates or information specified as documents by the Buyer in SFI 022 of the Technical Specification and which are required by the Builder to obtain a clean certificate of Class and/or to permit registration of the Vessel under the flag of the Marshall Islands prior to delivery under the Building Contract except where such failure is due to events of force majeure or otherwise beyond the control of the Buyer and/or the Charterers (including, but not limited to, the acts or omissions of third party suppliers); (iv) the wilful default of the Charterer in the exercise of its rights and obligations under the Building Contract and/or the Bareboat Charter
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3.2 Except as set out in clause 3.1, the DIA shall continue in full force and effect.

4. Guarantor's consent to variation

The Charterer Guarantor consents to the Charterer entering into this variation agreement. The Charterer Guarantor agrees that its guarantee and other obligations under the DIA remain fully effective and:

- (a) apply to the DIA as varied by this variation agreement; and
- (b) subject to clause 4(a), are not released or diminished by any provision of this variation agreement.

5. Governing law and jurisdiction

5.1 This variation agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.

5.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this variation agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

[Execution page to follow]

Signed by

for and on behalf of
**BRODOGRAĐEVNA INDUSTRIJA
SPLIT**

.....
Director

Signed by

for and on behalf of **VINSON
EXPEDITIONS LLC**

.....
Director

Signed by

for and on behalf of **TIM MIDCO
LIMITED**

.....
Director

This agreement is dated 16 October 2020

Parties

- (1) **BRODOGRAĐEVNA INDUSTRIJA SPLIT**, dioničkodruštvo, a corporation organised and existing under the laws of Croatia, having its registered office at Put Supavla 21, 21000 Split, Croatia (the "**Builder**")
 - (2) **VINSON EXPEDITIONS LLC** a company organised and existing under the laws of the Republic of the Marshall Islands, having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960 (the "**Charterer**")
 - (3) **TIM MIDCO LIMITED** a private company limited by shares incorporated under the laws of England and Wales having its registered office at Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, UK (the "**Charterer Guarantor**")
- collectively, the "**Parties**"

BACKGROUND

- (A) The Builder, the Charterer and the Charterer Guarantor are party to a delivery incentive agreement dated 22 March 2018 (as amended on 12 December 2019) which incentivises the Builder for on time delivery of a polar expedition cruise vessel being constructed for the ultimate benefit of the Charterer (the "**Delivery Incentive Agreement**" or "**DIA**").
- (B) The parties have engaged in discussions to try and re-set the incentives for the Builder to deliver the vessel by an agreed date. Consequently, the parties wish to amend the Agreement as set out in this variation agreement with effect from the date of this variation agreement (the "**Variation Date**").
- (C) In the DIA the Charterer Guarantor guaranteed certain obligations of the Charterer under the DIA.
- (D) The Charterer Guarantor has agreed to join in this variation agreement to record its consent to the variations to the Agreement and to be discharged and released from all obligations under the DIA.

Agreed terms

1. Terms defined in the Agreement

In this variation agreement, expressions defined in the DIA and used in this variation agreement have the meaning set out in the DIA.

2. Consideration

In consideration of the mutual promises set out in this agreement, the parties agree to amend the DIA as set out below.

3. Variation

3.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement:

Clause 1(a) amended:	This clause is deleted in full and replaced to read as follows: 1. <u>Liquidated Damages Payments</u> (a) <i>The following payment shall be made by the Builder to the Charterers, depending on the date upon which the Vessel is delivered either (x) by the Owners to the Charterers under the Bareboat Charter or, (y) if the Charterers exercise their purchase option under Annex E of the Bareboat Charter prior to delivery of the Vessel under the Building Contract and elect to take title to the Vessel directly from the Builder on the date the Vessel is delivered by the Builder under the Building Contract, by the Builder to the Charterers:</i> (i) <i>If the Vessel is delivered to the Charterers after 1 February 2021 the Builder shall pay to the Charterers the sum of One Hundred Thousand Euro (€100,000.00) for each and every day of delay thereafter, subject to a maximum of Three Million Euro (€3,000,000.00) as at 3 March 2021.</i>
Clause 1(b) amended:	This clause is deleted in full and replaced to read as follows: (b) <i>If the Delivery Date is extended beyond 1 February 2021 solely due to one or more of the causes set out in paragraphs (i) to (iv) below then, in those circumstances only, the dates set forth in Sections 1(a)(i) above (except where the Delivery Date is extended due to an act or omission of the Buyer for which the Charterers are not responsible) shall be extended by an equivalent period of time:</i> (i) <i>modifications to the Specification and Plans requested pursuant to clause VIII(1) (Buyer Modifications) of the Building Contract after the date hereof (and subsequent to all CCO's up to and including CCO33) which result in a duly executed Change Order(s) (in accordance with the Building Contract) which documents an agreed change to the Delivery Date. For the avoidance of doubt any extension to the Delivery Date in a CCO must be agreed, and justified, as per the terms of the Building Contract including Clause VIII(1);</i> (ii) <i>failure of the Buyers and/or the Charterers to deliver Buyer's Supplies (including any documentation and certification relating thereto) required under clause XX of the Building Contract and which are expressly identified by Class as being necessary and</i>

	<i>mandatory for the Vessel to achieve Class;</i> (iii) <i>failure of the Buyers and/or Charterers to provide those documents, certificates or information specified as documents by the Buyer in SFI 022 of the Technical Specification and which are required by the Builder to obtain a clean interim certificate of Class and/or to permit registration of the Vessel under the flag of the Marshall Islands prior to delivery under the Building Contract except where such failure is due to events of force majeure or otherwise beyond the control of the Buyer and/or the Charterers (including, but not limited to, the acts or omissions of third party suppliers);</i> (iv) <i>the wilful default of the Charterer in the exercise of its rights and obligations under the Building Contract and/or the Bareboat Charter</i>
Clause 1(c)	Clause 1(c) shall be deleted in full and replaced as follows: (c) <i>Notwithstanding the foregoing it is agreed that if the Delivery Date is extended beyond 1 February 2021 solely due to events of force majeure set out in clause XII(1)(a), (b), (c), (e), (f), (g), (i) or (k) of the Building Contract (a „Force Majeure Event“) and provided such is established, notified and otherwise determined as per the terms of the Building Contract (including, but not limited to, clause XII(2) and (3)) then, in those circumstances only, the dates set forth in Sections 1(a)(i) above shall be extended as follows</i> (i) <i>Days 1 to 20 of such delay shall extend the dates in 1(a)(i) by an equivalent period of time as the Force Majeure Event; and</i> (ii) <i>Days 21 to 30 of such delay shall not extend the dates in 1(a)(i) at all.</i> <i>For example only: The Delivery Date is delayed by 28 days due to a Force Majeure Event then the sum of €800,000.00 shall be due to the Charterer.</i>
Clause 2	Clause 2 shall be deleted in full and replaced with the words “<i>clause not used</i>”

3.2 Except as set out in clause 3.1, the DIA shall continue in full force and effect.

4. Guarantor's consent to variation

4.1 The Charterer Guarantor consents to the Charterer entering into this variation agreement.

4.2 In consideration of the terms stated herein the Builder hereby:

- (a) Releases and discharges the Charterer Guarantor from all past, present and future liability to the Builder under the DIA and also from all actions, claims and demands under or in connection with the guarantee under the DIA; and
- (b) Cancels, surrenders and delivers up the guarantee to the Guarantor.

5. Governing law and jurisdiction

- 5.1 This variation agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
- 5.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this variation agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

[Execution page to follow]

Signed by

for and on behalf of

**BRODOGRAĐEVNA INDUSTRIJA
SPLIT**

.....
Director

Signed by

for and on behalf of **VINSON
EXPEDITIONS LLC**

.....
Director

Signed by Joerg Metzner

for and on behalf of **TIM MIDCO
LIMITED**

.....
Director

1. Shipbroker		BIMCO STANDARD BAREBOAT CHARTER CODE NAME: "BARECON 2001" 	
		2. Place and date March 22, 2018	
3. Owners/Place of business (Cl. 1) Polaris Exploration Inc. Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH9690 c/o Brodosplit-Plovidba d.o.o., Split, Croatia		4. Bareboat Charterers/Place of business (Cl. 1) Vinson Expeditions LLC Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH9690	
5. Vessel's name, call sign and flag (Cl. 1 and 3) Name: TBD Call Sign: TBD Flag: Republic of the Marshall Islands			
6. Type of Vessel Polar expedition cruise vessel		7. GT/NT App. 13762 N/A	
8. When/Where built Split, Croatia		9. Total DWT (abt.) in metric tons on summer freeboard App. 1644	
10. Classification Society (Cl. 3) DNV-GL		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) As per Specification (as defined in Clause 32).			
13. Port or Place of delivery (Cl. 3) See Part III		14. Time for delivery (Cl. 4) See Part III	15. Cancelling date (Cl. 5) See Part III
16. Port or Place of redelivery (Cl. 15) TBD		17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) 12	
18. Running days' notice if other than stated in Cl. 4 N/A		19. Frequency of dry-docking (Cl. 10(g)) Per regulatory requirements	
20. Trading limits (Cl. 6) Worldwide trading always within International Navigating Limits (INL), excluding places prohibited from time to time by the laws of the Vessel's flag state, the United States or the United Nations.			
21. Charter period (Cl. 2) See Clause 45.		22. Charter hire (Cl. 11) See Clause 46. € 957,446.92 per month.	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii))			
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV Four Percent (4%)		25. Currency and method of payment (Cl. 11) See Clause 46(c).	

"BARECON 2001" STANDARD BAREBOAT CHARTER

PART I

26. Place of payment; also state beneficiary and bank account (Cl. 11) See Clause 48(c).	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) See Annex B, Annex C and Annex D.
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) Clause 12(b) applies; See Clause 48.	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) Cl. 14 does not apply (Cl. 13 applies). Insurance value: €107,000,000
30. Additional Insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) N/A	31. Additional Insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) N/A
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 banking days) (Cl. 28) 7	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration <u>must</u> be stated (Cl. 30)) Cl. 30(a) applies.
36. War cancellation (indicate countries agreed) (Cl. 26(f))	
37. Newbuilding Vessel (Indicate with "yes" or "no" whether PART III applies) (optional) Yes	38. Name and place of Builders (only to be filled in if PART III applies) BRODOSPLIT D.D., SPLIT, CROATIA
39. Vessel's Yard Building No. (only to be filled in if PART III applies) Hull No. 487	40. Date of Building Contract (only to be filled in if PART III applies) March 22, 2018
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) Charterers b) Charterers c) Charterers See Clause 43.	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) Yes, See Annex E.	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) No
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 Clauses 32 to 66 and Annexes A to G.	

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)	Signature (Charterers)
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PART II

"BARECON 2001" Standard Bareboat Charter

1. Definitions (See Clause 32.)	1	day on which the Vessel should be ready, give notice	72
In this Charter, the following terms shall have the	2	thereof to the Charterers asking whether they will	73
meanings hereby assigned to them:	3	exercise their option of cancelling, and the option must	74
"The Owners" shall mean the party identified in <u>Box 3</u> ;	4	then be declared within one hundred and sixty-eight	75
"The Charterers" shall mean the party identified in <u>Box 4</u> ;	5	(168) running hours of the receipt by the Charterers of	76
"The Vessel" shall mean the vessel named in <u>Box 5</u> and	6	such notice or within thirty-six (36) running hours after	77
with particulars as stated in <u>Boxes 6 to 12</u> .	7	the cancelling date, whichever is the earlier. If the	78
"Financial Instrument" means the Mortgage as defined	8	Charterers do not then exercise their option of cancelling,	79
in <u>Clause 48</u> , deed of	9	the seventh day after the readiness date stated in the	80
covenant or other such financial security instrument as	10	Owners' notice shall be substituted for the cancelling	81
annexed to this Charter and stated in <u>Box 28</u> .	11	date indicated in <u>Box 15</u> for the purpose of this <u>Clause 5</u> .	82
2. Charter Period	12	(c) Cancellation under this <u>Clause 5</u> shall be without	83
In consideration of the hire detailed in <u>Box 22</u> ,	13	prejudice to any claim the Charterers may otherwise	84
the Owners have agreed to let and the Charterers have	14	have on the Owners under this Charter.	85
agreed to hire the Vessel for the period stated in <u>Box 21</u> .	15	6. Trading Restrictions	86
("The Charter Period").	16	The Vessel shall be employed in lawful trades for the	87
3. Delivery	17	carriage of suitable lawful merchandise within the trading	88
<i>(not applicable when Part III applies, as indicated in <u>Box 37</u>)</i>	18	limits indicated in <u>Box 20</u> .	89
(a) The Owners shall before and at the time of delivery	19	The Charterers undertake not to employ the Vessel or	90
exercise due diligence to make the Vessel seaworthy	20	suffer the Vessel to be employed otherwise than in	91
and in every respect ready in hull, machinery and	21	conformity with the terms of the contracts of insurance	92
equipment for service under this Charter.	22	(including any warranties expressed or implied therein)	93
The Vessel shall be delivered by the Owners and taken	23	without first obtaining the consent of the insurers to such	94
over by the Charterers at the port or place indicated in	24	employment and complying with such requirements as	95
<u>Box 13</u> in such ready-to-berth as the Charterers may	25	to extra premium or otherwise as the insurers may	96
direct.	26	prescribe.	97
(b) The Vessel shall be properly documented on	27	The Charterers also undertake not to employ the Vessel	98
delivery in accordance with the laws of the flag State	28	or suffer her employment in any trade or business which	99
indicated in <u>Box 5</u> and the requirements of the	29	is forbidden by the law of any country to which the Vessel	100
classification society stated in <u>Box 10</u> . The Vessel upon	30	may sail or is otherwise illicit or in carrying illicit or	101
delivery shall have her survey cycles up to date and	31	prohibited goods or in any manner whatsoever which	102
trading and class certificates valid for at least the number	32	may render her liable to condemnation, destruction,	103
of months agreed in <u>Box 12</u> .	33	seizure or confiscation.	104
(c) The delivery of the Vessel by the Owners and the	34	Notwithstanding any other provisions contained in this	105
taking over of the Vessel by the Charterers shall	35	Charter it is agreed that nuclear fuels or radioactive	106
constitute a full performance by the Owners of all the	36	products or waste are specifically excluded from the	107
Owners' obligations under this <u>Clause 3</u> , and thereafter	37	cargo permitted to be loaded or carried under this	108
the Charterers shall not be entitled to make or assert	38	Charter. This exclusion does not apply to radio-isotopes	109
any claim against the Owners on account of any	39	used or intended to be used for any industrial,	110
conditions, representations or warranties expressed or	40	commercial, agricultural, medical or scientific purposes	111
implied with respect to the Vessel but the Owners shall	41	provided the Owners' prior approval has been obtained	112
be liable for the cost of but not the time for repairs or	42	to loading thereof.	113
renewals occasioned by latent defects in the Vessel,	43	7. Surveys on Delivery and Redelivery	114
her machinery or appurtenances, existing at the time of	44	<i>(not applicable when Part III applies, as indicated in <u>Box 37</u>)</i>	115
delivery under this Charter, provided such defects have	45	The Owners and Charterers shall each appoint	116
manifested themselves within twelve (12) months after	46	surveyors for the purpose of determining and agreeing	117
delivery unless otherwise provided in <u>Box 32</u> .	47	in writing the condition of the Vessel at the time of	118
4. Time for Delivery	48	delivery and redelivery hereunder. The Owners shall	119
<i>(not applicable when Part III applies, as indicated in <u>Box 37</u>)</i>	49	bear all expenses of the On-hire Survey including loss	120
The Vessel shall not be delivered before the date	50	of time, if any, and the Charterers shall bear all expenses	121
indicated in <u>Box 14</u> without the Charterers' consent and	51	of the Off-hire Survey including loss of time, if any, at	122
the Owners shall exercise due diligence to deliver the	52	the daily equivalent to the rate of hire or pro-rata thereof.	123
Vessel not later than the date indicated in <u>Box 15</u> .	53	8. Inspection	124
Unless otherwise agreed in <u>Box 18</u> , the Owners shall	54	The Owners shall have the right at any time after giving	125
give the Charterers not less than thirty (30) running days'	55	reasonable notice to the Charterers to inspect or survey	126
preliminary and not less than fourteen (14) running days'	56	the Vessel or instruct a duly authorised surveyor to carry	127
definite notice of the date on which the Vessel is	57	out such survey on their behalf:-	128
expected to be ready for delivery.	58	(a) to ascertain the condition of the Vessel and satisfy	129
The Owners shall keep the Charterers closely advised	59	themselves that the Vessel is being properly repaired	130
of possible changes in the Vessel's position.	60	and maintained (provided it does not unduly interfere	131
5. Cancelling	61	with the commercial operation of the Vessel). The	132
<i>(not applicable when Part III applies, as indicated in <u>Box 37</u>)</i>	62	costs and fees for such inspection	133
(a) Should the Vessel not be delivered latest by the	63	or survey shall be paid by the Owners unless the Vessel	134
cancelling date indicated in <u>Box 15</u> , the Charterers shall	64	is found to require repairs or maintenance in order to	135
have the option of cancelling this Charter by giving the	65	achieve the condition so provided;	136
Owners notice of cancellation within thirty-six (36)	66	(b) in dry-dock if the Charterers have not dry-docked	137
running hours after the cancelling date stated in <u>Box</u>	67	Her in accordance with <u>Clause 10(g)</u> . The costs and fees	138
<u>15</u> , failing which this Charter shall remain in full force	68	for such inspection or survey shall be paid by the	139
and effect.	69	Charterers; and	140
(b) If it appears that the Vessel will be delayed beyond	70	(c) for any other commercial reason they consider	141
the cancelling date, the Owners may, as soon as they	71	necessary (provided it does not unduly interfere with	142
are in a position to state with reasonable certainty the		the commercial operation of the Vessel). The costs and	
		fees for such inspection and survey shall be paid by the	

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PART II

"BARECON 2001" Standard Bareboat Charter

Owners.	143	waters of any country, state or municipality in	208
All time used in respect of inspection, survey or repairs	144	performance of this Charter without any delay. This	209
shall be for the Charterers' account and form part of the	145	obligation shall apply whether or not such	210
Charter Period.	146	requirements have been lawfully imposed by such	211
The Charterers shall also permit the Owners to inspect	147	government or division or authority thereof.	212
the Vessel's log books whenever requested and shall	148	The Charterers shall make and maintain all arrange-	213
whenever required by the Owners furnish them with full	149	ments by bond or otherwise as may be necessary to	214
information regarding any casualties or other accidents	150	satisfy such requirements at the Charterers' sole	215
or damage to the Vessel.	151	expense and the Charterers shall indemnify the Owners	216
9. Inventories, Oil and Stores	152	against all consequences whatsoever (including loss of	217
A complete inventory of the Vessel's entire equipment,	153	time) for any failure or inability to do so.	218
outfit including spare parts, appliances and of all	154	(b) Operation of the Vessel - The Charterers shall at	219
consumable stores on board the Vessel shall be made	155	their own expense and by their own procurement man,	220
by the Charterers in conjunction with the Owners on	156	visual, navigate, operate, supply, fuel and, whenever	221
delivery and again on redelivery of the Vessel. The	157	required, repair the Vessel during the Charter Period	222
Charterers and the Owners, respectively, shall at the	158	and they shall pay all charges and expenses of every	223
time of delivery and redelivery take over and pay for all	159	kind and nature whatsoever incidental to their use and	224
bunkers, lubricating oil, unbroached provisions, paints,	160	operation of the Vessel under this Charter, including	225
ropes and other consumable stores (excluding spare	161	annual flag State fees and any foreign general	226
parts) in the said Vessel at their documented cost then	162	municipality and/or state taxes. The Master, officers	227
current market prices		and crew of the Vessel shall be the servants of the Charterers	228
at the ports of delivery and redelivery, respectively. The	163	for all purposes whatsoever, even if for any reason	229
Charterers shall ensure that all spare parts listed in the	164	appointed by the Owners.	230
inventory and used during the Charter Period are	165	Charterers shall comply with the regulations regarding	231
replaced at their expense prior to redelivery of the	166	officers and crew in force in the country of the Vessel's	232
Vessel. At the time of delivery and redelivery, the	167	flag or any other applicable law.	233
Charterers and the Owners shall execute (i) a		(c) The Charterers shall keep the Owners and the	234
Protocol of Delivery and Acceptance of Inventories,		mortgagee(s) advised of the intended employment,	235
Oils and Stores, and (ii) a Commercial Invoice stating		planned dry-docking and major repairs of the Vessel,	236
the exact amounts of inventories, oils and stores		as reasonably required.	237
(excluding spare parts) being delivered and		(d) Flag and Name of Vessel - During the Charter	238
redelivered and the documented cost thereof.		Period, the Charterers shall have the liberty to paint the	239
10. Maintenance and Operation	168	Vessel in their own colours, install and display their	240
(a)(i) Maintenance and Repairs - During the Charter	169	funnel insignia and fly their own house flag. The	241
Period the Vessel shall be in the full possession	170	Charterers shall also have the liberty, with the Owners'	242
and at the absolute disposal for all purposes of the	171	consent, which shall not be unreasonably withheld, to	243
Charterers and under their complete control in	172	change the flag and/or the name of the Vessel during	244
every respect. The Charterers shall maintain the	173	the Charter Period. Painting and re-painting, instalment	245
Vessel, her machinery, boilers, appurtenances and	174	and re-instalment, registration and re-registration, if	246
spare parts in a good state of repair, in efficient	175	required by the Owners, shall be at the Charterers'	247
operating condition and in accordance with good	176	expense and time.	248
commercial maintenance practice and, except as	177	(e) Changes to the Vessel - (See Clause 47.) Subject to	249
provided for in <u>Clause 14(i)</u> , if applicable, at their	178	Clause 10(a)(ii).	
own expense they shall at all times keep the	179	the Charterers shall make no structural changes in the	250
Vessel's Class fully up to date with the Classification	180	Vessel or changes in the machinery, boilers, appurten-	251
Society indicated in <u>Box 10</u> and maintain all other	181	ances or spare parts thereof without in each instance	252
necessary certificates in force at all times.	182	first securing the Owners' approval thereof. If the Owners	253
(ii) New Class and Other Safety Requirements - In the	183	so agree, the Charterers shall, if the Owners so require,	254
event of any improvement, structural changes or	184	restore the Vessel to its former condition before the	255
new equipment becoming necessary for the	185	termination of this Charter.	256
continued operation of the Vessel by reason of new	186	(f) Use of the Vessel's Outfit, Equipment and	257
class requirements or by compulsory legislation	187	Appliances - The Charterers shall have the use of all	258
costing (excluding the Charterers' loss of time)	188	outfit, equipment, and appliances on board the Vessel	259
more than the percentage stated in <u>Box 23</u> , or if	189	at the time of delivery, provided the same or their	260
<u>Box 23</u> is left blank, 5 per cent. of the Vessel's	190	substantial equivalent shall be returned to the Owners	261
insurance value as stated in <u>Box 29</u> , then the	191	on redelivery in the same good order and condition as	262
extent, if any, to which the rate of hire shall be	192	when received, ordinary wear and tear excepted. The	263
varied		Charterers shall from time to time during the Charter	264
and the ratio in which the cost of compliance shall	193	Period replace such items of equipment as shall be so	265
be shared between the parties concerned in order	194	damaged or worn as to be unfit for use. The Charterers	266
to achieve a reasonable distribution thereof as	195	are to procure that all repairs to or replacement of any	267
between the Owners and the Charterers having	196	damaged, worn or lost parts or equipment be effected	268
regard, inter alia, to the length of the period	197	in such manner (both as regards workmanship and	269
remaining under this Charter shall, in the absence	198	quality of materials) as not to diminish the value of the	270
of agreement, be referred to the dispute resolution	199	Vessel. The Charterers have the right to fit additional	271
method agreed in <u>Clause 30</u> .	200	equipment at their expense and risk but the Charterers	272
(iii) Financial Security - The Charterers shall maintain	201	shall remove such equipment at the end of the period if	273
financial security or responsibility in respect of third	202	requested by the Owners. Any equipment including radio	274
party liabilities as required by any government,	203	equipment on hire on the Vessel at time of delivery shall	275
Including federal, state or municipal or other division	204	be kept and maintained by the Charterers and the	276
or authority thereof, to enable the Vessel, without	205	Charterers shall assume the obligations and liabilities	277
penalty or charge, lawfully to enter, remain at, or	206	of the Owners under any lease contracts in connection	278
leave any port, place, territorial or contiguous	207	therewith and shall reimburse the Owners for all	279
		expenses incurred in connection therewith, also for any	280
		new equipment required in order to comply with radio	281

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PART II

"BARECON 2001" Standard Bareboat Charter

regulations.	282	amendment of the mortgage(s) referred to in <u>Box 28</u> or	351
(g) <u>Periodical Dry-Docking</u> - The Charterers shall dry-	283	effect any other mortgage(s) without the prior consent	352
dock the Vessel and clean and paint her underwater	284	of the Charterers, which shall not be unreasonably	353
parts whenever the same may be necessary, but not	285	withheld.	354
less than once during the period stated in <u>Box 19</u> or, if	286	*) (<u>Optional, Clauses 12(a) and 12(b) are alternatives;</u>	355
<u>Box 19</u> has been left blank, every sixty (60) calendar	287	<u>indicate alternative agreed in <u>Box 28</u>.</u>	356
months after delivery or such other period in any case as	288		
may be			
required by the Classification Society or flag State.	289		
11. <u>Hire (See Clause 46.)</u>	290	13. <u>Insurance and Repairs</u>	357
(a) The Charterers shall pay hire due to the Owners	291	(a) During the Charter Period the Vessel shall be kept	358
punctually in accordance with the terms of this Charter	292	insured by the Charterers at their expense against hull	359
in respect of which time shall be of the essence.	293	and machinery, war and Protection and Indemnity risks	360
(b) The Charterers shall pay to the Owners for the hire	294	(and any risks against which it is compulsory to insure	361
of the Vessel a lump sum in the amount indicated in	295	for the operation of the Vessel, including maintaining	362
<u>Box 22</u> which shall be payable <u>monthly in advance in</u>	296	financial security in accordance with sub-clause	363
<u>accordance with Clause 46, not later than every thirty</u>		10(a)(iii)) in such form as the Owners shall in writing	364
<u>(30) running days in advance, the first lump sum being</u>	297	approve, which approval shall not be un-reasonably	365
<u>payable on the date and hour of the Vessel's delivery to</u>	298	withheld. Such insurances shall be arranged by the	366
<u>the Charterers. Hire shall be paid continuously</u>	299	Charterers to protect the interests of both the Owners	367
throughout the Charter Period.	300	and the Charterers and the mortgagee(s) (if any), and	368
(c) Payment of hire shall be made in cash without	301	The Charterers shall be at liberty to protect under such	369
discount in the currency and in the manner indicated in	302	insurances the interests of any managers they may	370
<u>Box 25</u> and at the place mentioned in <u>Box 26</u> .	303	appoint. Insurance policies shall cover the Owners and	371
(d) Final payment of hire, if for a period of less than	304	the Charterers according to their respective interests.	372
<u>thirty (30) running days one month,</u> shall be calculated	305	Subject to the provisions of the Financial Instrument, if	373
proportionally		any, and the approval of the Owners and the insurers,	374
according to the number of days and hours remaining	306	the Charterers shall effect all insured repairs and shall	375
before redelivery and advance payment to be effected	307	undertake settlement and reimbursement from the	376
accordingly.	308	insurers of all costs in connection with such repairs as	377
(e) Should the Vessel be lost or missing, hire shall	309	well as insured charges, expenses and liabilities to the	378
cease from the date and time when she was lost or last	310	extent of coverage under the insurances herein provided	379
heard of. The date upon which the Vessel is to be treated	311	for.	380
as lost or missing shall be ten (10) days after the Vessel	312	The Charterers also to remain responsible for and to	381
was last reported or when the Vessel is posted as	313	effect repairs and settlement of costs and expenses	382
missing by Lloyd's, whichever occurs first. Any hire paid	314	incurred thereby in respect of all other repairs not	383
in advance to be adjusted accordingly.	315	covered by the insurances and/or not exceeding any	384
(f) Any delay in payment of hire shall entitle the	316	possible franchise(s) or deductibles provided for in the	385
Owners to interest at the rate per annum as agreed	317	insurances.	386
in <u>Box 24</u> . If <u>Box 24</u> has not been filled in, the three months	318	All time used for repairs under the provisions of sub-	387
Interbank offered rate in London (LIBOR or its successor)	319	<u>clause 13(a) and any other repairs and for repairs of</u>	388
for the currency stated in <u>Box 25</u> , as quoted by the British	320	latent defects according	
Bankers' Association (BBA) on the date when the hire	321	<u>to Clause 3(c) above, including any deviation, shall be</u>	389
fell due, increased by 2 per cent., shall apply.	322	for the Charterers' account.	390
(g) Payment of interest due under sub-clause 11(f)	323	(b) If the conditions of the above insurances permit	391
shall be made within seven (7) running days of the date	324	additional insurance to be placed by the parties, such	392
of the Owners' invoice specifying the amount payable	325	cover shall be limited to the amount for each party set	393
or, in the absence of an invoice, at the time of the next	326	out in <u>Box 30</u> and <u>Box 31</u> , respectively. The Owners or	394
hire payment date.	327	the Charterers as the case may be shall immediately	395
		furnish the other party with particulars of any additional	396
		insurance effected, including copies of any cover notes	397
		or policies and the written consent of the insurers of	398
		any such required insurance in any case where the	399
		consent of such insurers is necessary.	400
12. <u>Mortgage (See Clause 48.)</u>	328	(c) The Charterers shall upon the request of the	401
<i>(only to apply if <u>Box 28</u> has been appropriately filled in)</i>	329	Owners, provide information and promptly execute such	402
*) (a) The Owners warrant that they have not effected	330	documents as may be required to enable the Owners to	403
any mortgage(s) of the Vessel and that they shall not	331	comply with the insurance provisions of the Financial	404
effect any mortgage(s) without the prior consent of the	332	Instrument.	405
Charterers, which shall not be unreasonably withheld.	333	(d) Subject to the provisions of the Financial Instru-	406
*) (b) The Vessel chartered under this Charter is will be	334	ment, if any, should the Vessel become an actual,	407
financed by a Loan secured		constructive, compromised or agreed total loss under	408
by a mortgage according to the Financial Instrument.	335	the insurances required under sub-clause 13(a), all	409
The Charterers undertake to comply, and provide such	336	insurance payments for such loss shall be paid to the	410
information and documents to enable the Owners to	337	Owners who shall distribute the moneys between the	411
comply, with all such instructions or directions in regard	338	Owners and the Charterers according to their respective	412
to the employment, insurances, operation, repairs and	339	interests. The Charterers undertake to notify the Owners	413
maintenance of the Vessel as laid down in the Financial	340	and the mortgagee(s), if any, of any occurrences in	414
Instrument or as may be directed from time to time during	341	consequence of which the Vessel is likely to become a	415
the currency of the Charter by the Mortgagee(s) in	342	total loss as defined in this Clause.	416
conformity with the Financial Instrument. The Charterers	343	(e) The Owners shall upon the request of the	417
confirm that, for this purpose, they have acquainted	344	Charterers, promptly execute such documents as may	418
themselves with all relevant terms, conditions and	345	be required to enable the Charterers to abandon the	419
provisions of the Financial Instrument and agree to	346	Vessel to insurers and claim a constructive total loss.	420
acknowledge this in writing in any form that may be	347	(f) For the purpose of insurance coverage against hull	421
required by the Mortgagee(s). The Owners warrant that	348	and machinery and war risks under the provisions of	422
they have not effected any mortgage(s) other than stated	349	<u>sub-clause 13(a)</u> , the value of the Vessel is the sum	423
in <u>Box 28</u> and that they shall not agree to any	350		

PART II "BARECON 2001" Standard Bareboat Charter

indicated in <u>Box 29</u> .	424	14(a), this Charter shall terminate as of the date of such loss.	498
14. Insurance, Repairs and Classification	425	(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.	499
<i>(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).</i>	426	(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 <u>Box 29</u> .	500
(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.	427	(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 <u>Box 10</u> and maintain all other necessary certificates in force at all times.	501
(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.	428		502
(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.	429		503
(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.	430		504
(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.	431		505
(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.	432		506
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.	433		507
(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 <u>Box 30</u> and <u>Box 31</u> , 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.	434		508
(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.	435		509
(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	436		510
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	441	15. Redelivery	515
	442	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 <u>Box 16</u> , 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.	516
	443	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 <u>Box 22</u> 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.	517
	444	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.	518
	445	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 <u>Box 17</u> .	519
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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.	569	5) Delete as applicable.	640
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.	570		641
(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.	571	24. Bank Guarantee/ Irrevocable Letter of Guarantee (Optional, only to apply if Box 27 filled in)	642
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.	572	Each of the Charterers and the Owners undertake to furnish, before delivery of the Vessel, irrevocable Letters of Guarantee in the form attached as Annexes B, C and D, respectively, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.	643
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	577	25. Requisition/Acquisition	647
	578	(a) 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 in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners 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.	648
	579	(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".	649
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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.	708	the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:	781
(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.	709	(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.	782
(e) The Charterers shall have the liberty:	710	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;	783
(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;	711	(ii) the Charterers fail to comply with the requirements of: (1) Clause 6 (Trading Restrictions)	784
(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;	712	(2) Clause 13(a) (Insurance and Repairs)	785
(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.	713	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;	786
(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 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.	714	(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.	787
	715	(iv) A Transaction Event of Default shall occur with respect to which Charterers are the defaulting party;	788
	716	(b) Owners' Default	789
	717	If (i) a Transaction Event of Default shall occur with respect to which Owners are the defaulting party, or (ii) if, following delivery of the Vessel, the Owners shall by any act or omission be in breach	790
	718	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.	791
	719	(c) Loss of Vessel (See Clause 46(d).)	792
	720	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.	793
	721	(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.	794
	722	(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.	795
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27. Commission	764		
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.	765		
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.	766		
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28. Termination	778		
(a) Charterers' Default	779		
The Owners shall be entitled to withdraw the Vessel from	780		

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"BARECON 2001" Standard Bareboat Charter

29. Repossession (See Clause 33.)	850	of the Society of Maritime Arbitrators, Inc. current at	917
In the event of the termination of this Charter in	851	the time when the arbitration proceedings are commenced.	925
accordance with the applicable provisions of <u>Clause 28</u> ,	852	*) (c) This Contract shall be governed by and construed	926
the Owners shall have the right to repossess the Vessel	853	in accordance with the laws of the place mutually agreed	927
from the Charterers at her current or next port of call, or	854	by the parties and any dispute arising out of or in	928
at a port or place convenient to them without hindrance	855	connection with this Contract shall be referred to	929
or interference by the Charterers, courts or local	856	arbitration at a mutually agreed place, subject to the	930
authorities. Pending physical repossession of the Vessel	857	procedures applicable there.	931
in accordance with this <u>Clause 29</u> , the Charterers shall	858	(d) Notwithstanding (a), (b) or (c) above, the parties	932
hold the Vessel as gratuitous bailee only to the Owners.	859	may agree at any time to refer to mediation any	933
The Owners shall arrange for an authorised represent-	860	difference and/or dispute arising out of or in connection	934
ative to board the Vessel as soon as reasonably	861	with this Contract.	935
practicable following the termination of the Charter. The	862	In the case of a dispute in respect of which arbitration	936
Vessel shall be deemed to be repossessed by the	863	has been commenced under (a), (b) or (c) above, the	937
Owners from the Charterers upon the boarding of the	864	following shall apply:-	938
Vessel by the Owners' representative. All arrangements	865	(i) Either party may at any time and from time to time	939
and expenses relating to the settling of wages,	866	elect to refer the dispute or part of the dispute to	940
disembarkation and repatriation of the Charterers'	867	mediation by service on the other party of a written	941
Master, officers and crew shall be the sole responsibility	868	notice (the "Mediation Notice") calling on the other	942
of the Charterers.	869	party to agree to mediation.	943
30. Dispute Resolution	870	(ii) The other party shall thereupon within 14 calendar	944
*) (a) This Contract shall be governed by and construed	871	days of receipt of the Mediation Notice confirm that	945
in accordance with English law and any dispute arising	872	they agree to mediation, in which case the parties	946
out of or in connection with this Contract shall be referred	873	shall thereafter agree a mediator within a further	947
to arbitration in London in accordance with the Arbitration	874	14 calendar days, failing which on the application	948
Act 1996 or any statutory modification or re-enactment	875	of either party a mediator will be appointed promptly	949
thereof save to the extent necessary to give effect to	876	by the Arbitration Tribunal ("the Tribunal") or such	950
the provisions of this Clause.	877	person as the Tribunal may designate for that	951
The arbitration shall be conducted in accordance with	878	purpose. The mediation shall be conducted in such	952
the London Maritime Arbitrators Association (LMAA)	879	place and in accordance with such procedure and	953
Terms current at the time when the arbitration proceed-	880	on such terms as the parties may agree or, in the	954
ings are commenced.	881	event of disagreement, as may be set by the	955
The reference shall be to three arbitrators. A party	882	mediator.	956
wishing to refer a dispute to arbitration shall appoint its	883	(iii) If the other party does not agree to mediate, that	957
arbitrator and send notice of such appointment in writing	884	fact may be brought to the attention of the Tribunal	958
to the other party requiring the other party to appoint its	885	and may be taken into account by the Tribunal when	959
own arbitrator within 14 calendar days of that notice and	886	allocating the costs of the arbitration as between	960
stating that it will appoint its arbitrator as sole arbitrator	887	the parties.	961
unless the other party appoints its own arbitrator and	888	(iv) The mediation shall not affect the right of either	962
gives notice that it has done so within the 14 days	889	party to seek such relief or take such steps as it	963
specified. If the other party does not appoint its own	890	considers necessary to protect its interest.	964
arbitrator and give notice that it has done so within the	891	(v) Either party may advise the Tribunal that they have	965
14 days specified, the party referring a dispute to	892	agreed to mediation. The arbitration procedure shall	966
arbitration may, without the requirement of any further	893	continue during the conduct of the mediation but	967
prior notice to the other party, appoint its arbitrator as	894	the Tribunal may take the mediation timetable into	968
sole arbitrator and shall advise the other party	895	account when setting the timetable for steps in the	969
accordingly. The award of a sole arbitrator shall be	896	arbitration.	970
binding on both parties as if he had been appointed by	897	(vi) Unless otherwise agreed or specified in the	971
agreement.	898	mediation terms, each party shall bear its own costs	972
Nothing herein shall prevent the parties agreeing in	899	incurred in the mediation and the parties shall share	973
writing to vary these provisions to provide for the	900	equally the mediator's costs and expenses.	974
appointment of a sole arbitrator.	901	(vii) The mediation process shall be without prejudice	975
In cases where neither the claim nor any counterclaim	902	and confidential and no information or documents	976
exceeds the sum of US\$50,000 (or such other sum as	903	disclosed during it shall be revealed to the Tribunal	977
the parties may agree) the arbitration shall be conducted	904	except to the extent that they are disclosable under	978
in accordance with the LMAA Small Claims Procedure	905	the law and procedure governing the arbitration.	979
current at the time when the arbitration proceedings are	906	(Note: The parties should be aware that the mediation	980
commenced.	907	process may not necessarily interrupt time limits.)	981
*) (b) This Contract shall be governed by and construed	908	(e) If <u>Box 35</u> in Part I is not appropriately filled in, sub-clause	982
in accordance with Title 9 of the United States Code	909	30(a) of this Clause shall apply. Sub-clause 30(d) shall	983
and the Maritime Law of the United States and any	910	apply in all cases.	984
dispute arising out of or in connection with this Contract	911	*) <u>Sub-clauses 30(a), 30(b) and 30(c) are alternatives:</u>	985
shall be referred to three persons at New York, one to	912	<u>indicate alternative agreed in <u>Box 35</u>.</u>	986
be appointed by each of the parties hereto, and the third	913	31. Notices (See Clause 65.)	987
by the two so chosen; their decision or that of any two	914	(a) Any notice to be given by either party to the other	988
of them shall be final, and for the purposes of enforcing	915	party shall be in writing and may be sent by fax, telex,	989
any award, judgement may be entered on an award by	916	registered or recorded mail or by personal service.	990
any court of competent jurisdiction. The proceedings	917	(b) The address of the Parties for service of such	991
shall be conducted in accordance with the rules of the	918	communication shall be as stated in <u>Boxes 3 and 4</u>	992
Society of Maritime Arbitrators, Inc.	919	respectively.	993
In cases where neither the claim nor any counterclaim	920		
exceeds the sum of US\$50,000 (or such other sum as	921		
the parties may agree) the arbitration shall be conducted	922		
in accordance with the Shortened Arbitration Procedure	923		

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PART III **PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY** *(Optional, only to apply if expressly agreed and stated in Box 37)*

OPTIONAL PART

1. Specifications and Building Contract (See Clauses 35 - 44.)	1	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. Upon completion of the Vessel in accordance with the Building Contract, the Charterers shall not	65
(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building as defined in Clause 32") 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, reviewed and approved by the Charterers.	2	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.	66
(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.	3		67
(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel in the same manner and under the same conditions as the Owners' Representatives pursuant to the Building Contract, 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.	4	(b) If for any reason other than a default act or omission 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.	68
(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(e)(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.	5		69
	6	(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel or rescind or otherwise terminate the Building Contract, the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon	70
	7	(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	71
	8	(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;	72
	9	(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;	73
	10	(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.	74
	11	(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.	75
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2. Time and Place of Delivery	52	3. Guarantee Works	111
(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	53	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.	112
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	64		123
		4. Name of Vessel	118
		The name of the Vessel shall be mutually agreed between the Owners and determined by 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.	119
			120
			121
			122
		5. Survey on Redelivery	123
		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 re-delivery. Without prejudice to Clause 15 (Part II), the Charterers	124
			125
			126
			127

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"BARECON 2001" Standard Bareboat Charter

PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

**OPTIONAL
PART**

shall bear all survey expenses and all other costs, if any,	128	docking and undocking as well as repairs, which shall be	132
including the cost of docking and undocking, if required,	129	paid at the rate of hire per day or pro rata.	133
as well as all repair costs incurred. The Charterers shall	130		
also bear all loss of time spent in connection with any	131		

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"BARECON 2001" Standard Bareboat Charter

PART IV HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

OPTIONAL PART

(See Annex E.)

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.

"BARECON 2001" Standard Bareboat Charter

OPTIONAL
PART

PART V

PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions	1	3. Termination of Charter by Default	17
For the purpose of this PART V, the following terms shall	2	If the Vessel chartered under this Charter is registered	18
have the meanings hereby assigned to them:	3	in a Bareboat Charter Registry as stated in <u>Box 44</u> , and	19
"The Bareboat Charter Registry" shall mean the registry	4	if the Owners shall default in the payment of any amounts	20
of the State whose flag the Vessel will fly and in which	5	due under the mortgage(s) specified in <u>Box 28</u> , the	21
the Charterers are registered as the bareboat charterers	6	Charterers shall, if so required by the mortgagee, direct	22
during the period of the Bareboat Charter.	7	the Owners to re-register the Vessel in the Underlying	23
"The Underlying Registry" shall mean the registry of the	8	Registry as shown in <u>Box 45</u> .	24
state in which the Owners of the Vessel are registered	9	In the event of the Vessel being deleted from the	25
as Owners and to which jurisdiction and control of the	10	Bareboat Charter Registry as stated in <u>Box 44</u> , due to a	26
Vessel will revert upon termination of the Bareboat	11	default by the Owners in the payment of any amounts	27
Charter Registration.	12	due under the mortgage(s), the Charterers shall have	28
		the right to terminate this Charter forthwith and without	29
		prejudice to any other claim they may have against the	30
		Owners under this Charter.	31
2. Mortgage	13		
The Vessel chartered under this Charter is financed by	14		
a mortgage and the provisions of <u>Clause 12(b)</u> (Part II)	15		
shall apply.	16		

ADDITIONAL CLAUSES

TO THAT CERTAIN BIMCO STANDARD BAREBOAT CHARTER, dated March 22, 2018, between Polaris Exploration Inc., as Owners, and Vinson Expeditions LLC, as Charterers.

32. Defined Terms. As used in this Charter, the following terms shall have the meanings ascribed to them below:

"Affiliate" means, with respect to any person, any other person directly or indirectly controlling, controlled by or under direct or indirect common control with such first person. For the purpose of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Builder" means Brodograđevna Industrija Split, dioničko društvo, a corporation organized under the laws of Croatia.

"Building Contract" means the Shipbuilding Contract, dated March 22, 2018 (as amended in accordance with Clause 37 of this Charter), between the Builder, as Builder, and the Owners, as Buyer, pursuant to which the Builder will design, build, launch, complete and deliver to the Buyer, and the Buyer will purchase, one polar expedition cruise vessel designated Builder's Hull No. 487.

"Business Day" means a day that is not a Saturday, Sunday or other day on which banking institutions doing business in Toronto, Ontario, the Republic of the Marshall Islands, New York, New York, London, England or Zagreb, Croatia are authorized or obligated by law or required by other government action to remain closed.

"Builder's Representative" shall have the meaning given this term in the Building Contract.

"Buyer" means the Owners in their capacity as the Buyer under the Building Contract.

"Buyer's Representative/s" shall have the meaning given this term in the Building Contract.

"Buyer's Supplies" shall have the meaning given this term in the Building Contract.

"Charter Hire" shall have the meaning given this term in Clause 46(a).

"Charter Period" shall have the meaning given this term in Clause 45.

"Charterer Guarantor" means Tim Midco Limited, a private company limited by shares incorporated under the laws of England and Wales.

"Charterers' Parent Guarantee" means the guarantee by Charterer Guarantor of the obligations of the Charterers hereunder in the form of Annex B.

"Compulsory Acquisition" means the condemnation, confiscation, requisition (other than for hire), purchase or other taking of title to the Vessel by any governmental or other competent authority.

"Contract Price" shall have the meaning given this term in the Building Contract.

"Delivery Date" means the date upon which the Vessel is delivered by the Owners to the Charterers under this Charter in accordance with the terms hereof.

"Dispute Resolution Agreement" means that certain agreement, dated the date hereof, among the Builder, the Owners and the Charterers setting forth their agreement with respect to resolution of disputes arising under the Transaction Documents.

"Effective Date" means the date this Charter becomes effective in accordance with Clause 33.

"Event of Charterers Default" means the occurrence of an event giving the Owners the right to terminate this Charter under Clause 28(a), Clause 28(d) or Clause 49.

"Event of Loss" means any of the following events occurring during the Charter Period: (i) the actual or constructive total loss of the Vessel; (ii) the agreed or compromised total loss of the Vessel; or (iii) the Compulsory Acquisition of the Vessel. An Event of Loss shall be deemed to have occurred on the date indicated in Clause 46(d).

"Lenders" shall have the meaning given this term in Clause 48.

"Lien" means any mortgage, pledge, lien, charge, encumbrance, lease, right, security interest or claim.

"Loan" shall have the meaning given this term in Clause 48.

"Mortgage" shall have the meaning given this term in Clause 48.

"Owners' Liens" means Liens arising from any act or omission of the Owners or their Affiliates, or any employee, agent or representative of the Owners or their Affiliates.

"Owners' Parent Guarantee" means each of, and "Owners' Parent Guarantees" means both of, the guarantees given by the Builder of certain obligations of the Owners hereunder in the form of Annex C and Annex D.

"Permitted Liens" means at any time with respect to the Vessel:

- (i) Liens for crews' wages (including the wages of the master of the Vessel) that are incurred and are outstanding in the ordinary course of business and (A) are not yet due and payable or (B) are being contested in good faith by

appropriate proceedings and the Charterers have made arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;

- (ii) Liens for salvage (including contract salvage) or general average, and Liens for wages of stevedores employed by the Charterers or the master of the Vessel, which in each case have existed for not more than thirty (30) days unless such Lien is (A) being contested in good faith by appropriate proceedings, (B) is subordinate to the lien of the Mortgagee and (C) the Charterers have made arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;
- (iii) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in operating, maintaining and repairing the Vessel (other than those referred to in (i) and (ii) above), which in each case have existed for not more than sixty (60) days unless the amount secured by such Lien is not yet due and payable or such Lien is being contested in good faith and by appropriate proceedings, provided that such lien is subordinate to the lien of the Mortgagee and the Charterers have made arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;
- (iv) Liens for damages arising from maritime torts which are unclaimed or are covered by insurance and any deductible applicable thereto, or in respect of which a bond or other security has been posted on behalf of the Charterers with the appropriate court or other tribunal to prevent the arrest or secure the release of the Vessel from arrest;
- (v) Liens that are covered by insurance (subject to reasonable deductibles);
- (vi) Liens for charters (including this Charter) or subcharters or leases or subleases permitted under this Charter; and
- (vii) the Lien of the Mortgage and any other Owners' Liens.

"Plans" means the Plans as defined in the Building Contract.

"Quark" means Quark Expeditions, Inc., a Delaware corporation.

"Specification" means the Specification as defined in the Building Contract.

"Transaction Documents" means this Charter, the Building Contract, the Owners' Parent Guarantee, the Charterers' Parent Guarantee and the Dispute Resolution Agreement.

"Transaction Event of Default" shall have the meaning given this term in Clause 56.

"Transaction Party" means each, and "Transaction Parties" means all, of the Owners, the Builder, the Charterers and Charterer Guarantor; provided that the Builder shall cease to be a Transaction Party when it has no further obligations under any Transaction Document or the warranty referred to in Clause 44.

"Trials" shall have the meaning given this term in the Building Contract.

"Vessel" means the Vessel as defined in the Building Contract.

33. Conditions Precedent to Effectiveness.

(a) This Charter (including, without limitation, any guarantee in respect of any liabilities or obligations under this Charter) shall become effective after the below requirements are fulfilled:

- (i) the declaration by Owners that approval of this Charter by the Board of Directors of the Owners has been obtained;
- (ii) the execution by the Builder of the contract with LMG Marin referred to in Clause II.3 of the Building Contract;
- (iii) the declaration by the Charterers that all necessary approvals in connection with this Charter and the Charterers Parent Guarantee, including approvals of the Charterers' and the Charterer Guarantor's Board of Directors and any third party approvals (including regulatory and lender approvals), have been obtained;
- (iv) competent bodies of the Croatian Bank for Restructuring and Development (HBOR) shall have approved the ECA and the loan financing eighty percent (80%) of the Contract Price (as defined in the Building Contract) of the Vessel; and
- (v) the Building Contract shall have become effective or all conditions precedent thereto other than the effectiveness of this Charter shall have occurred.

(b) Each of the Owners and the Charterers agrees to promptly notify the other upon completion of any and all of the above requirements. This Charter shall become null and void if any requirement referred to Clause 33(a) is not fulfilled within sixty (60) days from the date of this Charter and the parties hereto shall be discharged automatically from all their respective obligations whatsoever to each other arising hereunder or in connection herewith, unless the parties agree otherwise.

(c) Notwithstanding anything else to the contrary in the Transaction Documents, the Owners' Parent Guarantees and the Charterers' Parent Guarantee shall not become effective until all the conditions specified in Clause 33(a) are satisfied.

34. Construction Period and Post-Delivery Financing.

(a) The Owners acknowledge and agree that it is their sole responsibility to arrange the financing required to fund the progress payments (other than the Fifth Instalment) due from them as Buyer under the Building Contract (such financing, the "Construction Period Financing") (except the funding required for (i) any increase in the Contract Price resulting from

any modification to the Specification or Plans pursuant to Clause VIII of the Building Contract and the cost of Buyer's Supplies (including the cost of insuring the Buyer's Supplies) which will be paid by the Charterers in accordance with Clause 46(b) and Clause 55, respectively) and the financing required for their acquisition of the Vessel upon completion and delivery of the Vessel under the Building Contract (such post-delivery financing, the "Post-Delivery Financing"). The Owners agree to keep the Charterers advised as to the status of their efforts to arrange the Construction Period Financing and the Post-Delivery Financing and to respond in a timely manner to all reasonable inquiries from the Charterers with respect thereto.

(b) The Charterers agree to cooperate with and assist the Owners in their efforts to arrange the Construction Period Financing and the Post-Delivery Financing, provided that such financing complies with Clause 48 of this Charter and provided further that all costs and expenses associated therewith shall be for the account of the Owners.

(c) The Owners agree that they shall have entered into fully-executed loan agreements for the Construction Period Financing and the Post-Delivery Financing reasonably acceptable to the Charterers no later than the date that is six (6) months from the Effective Date (the "Financing Documentation Deadline"). If such fully-executed loan agreements are not in place by the Financing Documentation Deadline, the Charterers may terminate this Charter by written notice to the Owners and, in that case, the Owners shall pay to the Charterers, as liquidated damages and not as a penalty, the amount of One Million Five Hundred Thousand Euros (€1,500,000.00).

35. Appointment of Charterers' Representatives. The Charterers may, by written notice to the Owners and the Builder, appoint up to twelve (12) persons (each a "Charterers' Representative" and, collectively, the "Charterers' Representatives") to act as their representatives in connection with construction of the Vessel under the Building Contract. Each Charterers' Representative (including the Charterers' Principal Representative appointed in accordance with Clause 36) shall have the right to enter the premises of the Builder and/or its subcontractors during working hours for the purpose of examining and inspecting materials and workmanship, reviewing plans and drawings, inspecting the Vessel, its machinery, equipment and outfittings, and attending all tests and trials in the same manner and under the same conditions as the Buyer's Representative/s pursuant to the Building Contract. The Charterers may, from time to time in their sole discretion, by written notice to the Owners and the Builder, nominate additional persons to act as Charterers' Representatives (provided that the maximum number of Charterers' Representatives permitted to be appointed by the Charterers as set forth above is not thereby exceeded) and/or remove and replace any existing Charterers' Representative with a new person.

36. Appointment of Charterers' Principal Representative.

(a) The Charterers shall, by written notice to the Owners and the Builder, appoint one of the Charterers' Representatives (such appointee, the "Charterers' Principal Representative") to act as its principal representative in connection with all matters relating to construction and delivery of the Vessel under the Building Contract. The Charterers may, from time to time in their sole discretion, by written notice to the Owners and the Builder, remove and replace the existing Charterers' Principal Representative with a new person who shall thereafter act as the

Charterers' Principal Representative until replaced by the Charterers in accordance with this Clause 36(a).

(b) The Owners (in their capacity as Buyer under the Building Contract) shall immediately convey (or cause the Buyer's Principal Representative to immediately convey) to the Builder all comments, requests, approvals, consents, acceptances, demands, objections and/or rejections of the Charterers' Principal Representative or otherwise given or made with respect to the Building Contract as the Buyer's or the Buyer's Principal Representative's own comments, requests, approvals, consents, acceptances, demands, objections and/or rejections. The Owners (in their capacity as Buyer under the Building Contract) shall not (and shall ensure that the Buyer's Principal Representative does not) convey to the Builder or to the Builder's Representative any comments, requests, approvals, consents, acceptances, demands, objections and/or rejections under the Building Contract that are inconsistent with the comments, requests, approvals, consents, acceptances, demands, objections and/or rejections of the Charterers' Principal Representative or that otherwise did not originate from, or were not approved by, the Charterers' Principal Representative.

37. Amendments, Waivers, Consents and Approvals Under the Building Contract. The Owners (in their capacity as Buyer under the Building Contract) shall not (and shall ensure that the Buyer's Principal Representative does not) agree to any amendment to or waiver of, or give any consent or approval under, the terms and conditions of the Building Contract without the prior written consent of the Charterers' Principal Representative. The Owners (in their capacity as Buyer under the Building Contract) shall provide (or cause the Buyer's Principal Representative to provide) to the Charterers' Principal Representative, (i) promptly upon the delivery or receipt thereof, a copy of each proposed amendment to or waiver of, or consent or approval under, the terms of the Building Contract, and (ii) promptly upon the execution thereof, a copy of each fully-executed amendment to or waiver of, or consent or approval under, the terms of the Building Contract.

38. Notices and Other Communications Under the Building Contract. The Owners agree that the Charterers' Principal Representative shall be copied on all notices and other communications given by them in their capacity as Buyer, and/or by the Buyer's Principal Representative on their behalf, under or in connection with the Building Contract. In addition, the Owners agree, and shall procure that the Builder agrees, that the Charterers' Principal Representative shall be included in all material discussions between them (or between the Buyer's Principal Representative and the Builder's Representative) with respect to the Building Contract and/or the construction and/or delivery of the Vessel thereunder. The Owners shall secure and stipulate in the Building Contract (i) the Builder's obligation to send and/or deliver directly to the Charterer's Principal Representative a copy of all notices and other communication submitted to the Buyer or the Buyer's Principal Representative in accordance with the Building Contract at the same time when they are sent and/or delivered to the Buyer or the Buyer's Principal Representative, and (ii) that the Charterers' Principal Representative shall have access to the DNV-GL E-Approval web portal or to the MyDNVGL portal or current equivalent, with access to all approval data for design and construction of the Vessel.

39. Approval of and Modifications to the Specification and Plans.

(a) The Owners shall secure and stipulate in the Building Contract that all plans and drawings submitted by the Builder to the Owners (in their capacity as Buyer under the Building Contract) or the Buyer's Principal Representative for review shall, at the same time, be submitted to the Charterers' Principal Representative for review. The Charterers' Principal Representative shall either approve same or return same to the Buyer's Principal Representative with such comments as the Charterers' Principal Representative shall, in his sole discretion, see fit to make. Upon receipt of such approval or comments from the Charterers' Principal Representative, the Buyer's Principal Representative shall forward same to the Builder.

(b) Except as otherwise provided in this Charter, the Owners (in their capacity as Buyer) shall not approve, or propose or agree to any modification or change to, the Specification or Plans (as those terms are defined in the Building Contract) without the prior written consent of the Charterers' Principal Representative. The Owners shall promptly provide to the Charterers' Principal Representative a copy of each Change Order executed by the Buyer in accordance with Clause VIII.1 of the Building Contract.

40. Exercise of the Buyer's Rights Under the Building Contract. The Charterers (acting through the Charterers' Principal Representative) may, in their sole discretion from time to time, request that the Owners (in their capacity as Buyer under the Building Contract) exercise the following rights of the Buyer under the Building Contract: (i) rights with respect to the Makers List under Clause VI, including the right to request and/or agree to changes, and the right to request that the Builder use a specific Maker from the Maker's List; (ii) inspection rights under Clause VII.1, including the right to attend all tests, trials and inspections, and the right to point out omissions or defects in the construction of the Vessel, material or equipment; (iii) the right under Clause VII.2 to review and approve, or comment upon, plans and drawings; (iv) rights with respect to modifications under Clause VIII, including the right to request modifications and the right to execute a Change Order in connection therewith; (v) the right under Clause IX.1 to submit comments on the Builder's proposed Sea Trial Protocol and to submit the Buyer's lubrication schedule; (vi) the right under Clause IX to attend trials and re-trials and to accept or reject the Vessel; (vii) the right under Clause X.7 to request to keep the Vessel at the Builder's premises in excess of five running days following delivery; and (viii) the right to object to a Builder's notice of delay under Clause XII. Any such request shall be made in writing by the Charterers' Principal Representative to the Buyer's Principal Representative. The Owners agree that they shall comply (and cause the Buyer's Principal Representative to comply) with any such request and shall follow (and cause the Buyer's Principal Representative to follow) the instructions of the Charterers' Principal Representative with respect to such request and the exercise of such rights under the Building Contract. In connection therewith, the Owners shall keep (and cause the Buyer's Principal Representative to keep) the Charterers' Principal Representative fully informed with respect to, involved in and copied on, all discussions with the Builder and/or the Builder's Representative with respect to the exercise of such rights.

41. Acceptance / Rejection of Work Under the Building Contract.

(a) The Charterers' Principal Representative shall keep the Buyer's Principal Representative advised regarding whether the Charterers' Principal Representative approves the construction of the Vessel, or any of its machinery, equipment and outfitings, as in compliance with the Building Contract, including the Specification and Plans. If the Charterers' Principal Representative does not approve any aspect of the construction of the Vessel, or any of its machinery, equipment and outfitings, as in compliance with the Building Contract, including the Specification and Plans, he shall promptly notify the Buyer's Principal Representative. Notwithstanding the foregoing, any failure by the Charterers' Principal Representative to inspect the Vessel, its machinery, equipment and/or outfitings, or to attend any test or trial conducted under the Building Contract, shall not be deemed to constitute acceptance by the Charterers of any aspect of the construction of the Vessel, or any of its machinery, equipment and/or outfitings, or relieve the Owners of their obligation to deliver the Vessel in accordance with the Building Contract (except as provided otherwise in Clause IX.1(b) of the Building Contract which shall apply, *mutatis mutandis*, to the failure of the Charterers' Principal Representative to be present at the Trials after being duly notified).

(b) So long as this Charter remains in full force and effect, the Owners (in their capacity as Buyer under the Building Contract) shall not, and shall ensure that the Buyer's Principal Representative does not, approve the results of any test or trial (including, without limitation factory acceptance tests and harbor acceptance tests), or accept the Vessel or any aspect of its machinery, equipment and/or outfitings, without the prior approval of Charterers' Principal Representative. If the Charterer's Principal Representative instructs the Buyer's Principal Representative to reject the Vessel and it is later determined in arbitration that such rejection was wrongful, the Charterers shall (provided that they shall have been permitted to exercise in full their rights under the Dispute Resolution Agreement in connection with such arbitration proceedings) reimburse the Owners for the amount (if any) determined to be due from the Owners to the Builder pursuant to Clause IX.2(e) of the Building Contract.

(c) Notwithstanding the foregoing, if Owner's right to rescind the Building Contract arises under the terms thereof, the Owners shall promptly notify the Charterers thereof, and the Charterers (acting through the Charterers' Principal Representative or otherwise) shall not be entitled to require the Owners (acting through the Buyer's Principal Representative or otherwise) to rescind the Building Contract. If the Charterers inform the Owners that they do not wish to take delivery of the Vessel, the terms of Part III, Clause 2(c)(i) of this Charter shall apply. If the Charterers (acting through the Charterers' Principal Representative or otherwise) inform the Owners that they wish to take delivery of the Vessel, the terms of Part III, Clause 2(c)(ii) of this Charter shall apply.

42. Vessel Delivery.

(a) Notwithstanding the terms of Part III of this Charter, in no event shall the Charterers be obligated to accept delivery of the Vessel under this Charter prior to September 1, 2020 without the Charterers' prior written consent.

(b) It is understood and acknowledged that (i) the Charterers are not obligated to accept the Vessel under this Charter unless the Vessel has been completed and delivered in accordance with the Building Contract, and (ii) acceptance of the Vessel by the Owners as Buyer under the Building Contract shall not be conclusive evidence that the Vessel has been completed and delivered in accordance with the Building Contract.

43. Liquidated Damages.

(a) Any liquidated damages payable by the Builder to the Owners as Buyer under the Building Contract shall be paid promptly by the Owners to the Charterers. Any liquidated damages applied as a reduction to the Contract Price of the Vessel under the Building Contract shall be applied as a credit against Charter Hire payable during the first twelve months of the Charter Period, with such credit applied in equal installments to such Charter Hire payments. In the event that the Charterers exercise their purchase option pursuant to Annex E during the first twelve months of the Charter Period, the purchase price payable by the Charterers in connection therewith shall be reduced by the amount of any credit for liquidated damages that would have been applied to Charter Hire payments due on or after the closing date of the Charterers' purchase of the Vessel pursuant to Annex E.

(b) In the event that there is a dispute with regard to the Buyer's right to liquidated damages under the Building Contract that is not resolved on or prior to the Delivery Date, the Owners shall assign their claim to such liquidated damages to the Charterers by executing an assignment and assumption agreement substantially in the form of Annex F hereto and shall procure the acknowledgement and consent of the Builder to such assignment.

44. Warranty Claims. The Owners hereby assign, effective on the Delivery Date, to the Charterers, for the duration of the Charter Period, all rights of warranty under or in connection with the Building Contract. The Owners represent and warrant to the Charterers that they have full right and authorization to transfer such rights and that such rights are free and clear of all encumbrances and security interests. The Owners shall use all reasonable efforts to deliver to the Charterers such further documents and assurances and to take such other actions requested by the Charterers as may be necessary to confirm the assignments made by virtue of the preceding sentence and to enable the Charterers to enforce any rights so assigned in the name of the Owners or otherwise.

45. Charter Period. The Owners agree to let, and the Charterers agree to hire, the Vessel under this Charter for a period (the "Charter Period") commencing on the Delivery Date and ending upon the early of (i) the date that is ten (10) years and two (2) months from the Delivery Date, or (ii) the date that title to the Vessel is transferred by the Owners to the Charterers or their nominee pursuant to Annex E of this Charter.

46. Charter Hire.

(a) Throughout the Charter Period, the Charterers shall pay hire ("Charter Hire") to the Owners at the rate per month set forth in Annex A hereto, and pro rata for any partial month. Charter Hire shall be due and payable monthly in advance commencing on the day and hour of the Delivery Date and thereafter on the day of each calendar month that corresponds to the

Delivery Date. Any charter hire paid in advance and unearned shall be refunded by the Owners to the Charterers.

(b) In the event of an increase in the Contract Price resulting from (i) any modification to the Specification or Plans pursuant to Clause VIII of the Building Contract, or (ii) the cost of galley and catering equipment selected by the Buyer exceeding the allowance given for such equipment in Clause IV.4 of the Building Contract, the Charterers shall pay to the Owners, as and when such amount is due from the Owners to the Builder pursuant to Clause VIII or Clause IV.4, respectively, of the Building Contract, the amount of such increase in the Contract Price. In the event of a decrease in the Contract Price pursuant to Clause VIII, the amount of such decrease shall be applied as a credit against Charter Hire payable during the first twelve months of the Charter Period, with such credit applied in equal installments to such Charter Hire payments to reflect such decrease. In the event of a decrease in the Contract Price pursuant to Clause IV.4, the amount of such decrease shall be applied as a credit against Charter Hire payable for the first month of the Charter Period. Any such adjustment shall be agreed upon by the parties and reflected in an amendment to this Charter signed by the Owners and the Charterers. Any dispute as to the appropriate adjustment to Charter Hire pursuant to this Clause 46(b) shall be resolved in accordance with Clause 30(a) of this Charter. In the event that the Charterers exercise their purchase option pursuant to Annex E during the first twelve months of the Charter Period, the purchase price payable by the Charterers in connection therewith shall be reduced by the amount of any credit for a decrease in the Contract Price that would have been applied to Charter Hire payments due on or after the closing date of the Charterers' purchase of the Vessel pursuant to Annex E.

(c) All payments by the Charterers hereunder shall be made in Euros in readily available funds, free and clear of any bank charges, to such account as shall be advised to the Charterers by the Owners in writing from time to time. If any day for the making of any payment hereunder is not a Business Day, the due date for such payment shall be extended to the next following Business Day.

(d) Notwithstanding anything to the contrary contained in this Charter, if an Event of Loss shall occur, Charter Hire shall cease on the date such Event of Loss is deemed to have occurred. For purposes of this Charter, an Event of Loss shall be deemed to have occurred as follows:

- (i) an actual total loss of the Vessel shall be deemed to have occurred at the actual date and time the Vessel was lost, but if the date of the loss is unknown, the actual total loss shall be deemed to have occurred upon the expiry of ten (10) days after the date the Vessel was last reported;
- (ii) a constructive total loss shall be deemed to have occurred on the date notice of abandonment of the Vessel is given to the insurers of the Vessel for the time being (the "Insurers") (provided a claim for such constructive total loss is admitted by the Insurers) or, if the Insurers do not admit such a claim, on the date a constructive total loss is subsequently adjudged by a competent court of law or arbitration tribunal to have occurred;

- (iii) a compromised, agreed or arranged total loss shall be deemed to have occurred on the date of the relevant compromise, agreement or arrangement; and
- (iv) an Event of Loss (A) as the result of capture, taking, seizure, restraint, detention, confiscation or expropriation occurring under the conditions of the "War Risks" policy of the Vessel, or (B) Compulsory Acquisition shall be deemed to have occurred at the time admitted by the Insurers.

47. Changes and Modifications during the Charter Period.

(a) During the Charter Period, the Charterers may make such changes and modifications to the Vessel as they see fit, provided that such changes and modifications (i) shall be made on the Charterers' time and at the Charterers' sole cost and expense, (ii) comply with all applicable regulatory requirements, (iii) do not result in Liens on the Vessel other than Permitted Liens, and (iv) would not have a material adverse effect on the value, useful life or utility of the Vessel. The Charterers shall, if the Owners so require, at their cost and time restore the Vessel to its former conditions in case of termination of this Charter.

(b) Subject to the redelivery and maintenance provisions of this Charter, the Charterers may at any time alter or remove items of equipment on the Vessel, or may fit additional items of equipment; provided that such alteration and/or removal would not have a material adverse effect on the value, useful life or utility of the Vessel and furthermore provided the Charterers absorb the cost and time of such alterations and refitting and restoration of the Vessel to its original condition before redelivery of the Vessel. Such changes shall not be made without the appropriate approval of the Classification Society and any other relevant certifying authorities.

(c) If any part is removed from the Vessel for the purpose of replacement thereof with another part (always subject to the conditions of Clause 47(b)), title to such removed part shall remain the property of the Owners no matter where such removed part is located until such time as the part constituting a replacement thereof shall have been incorporated into the Vessel, at which time, without further act, title to such removed part shall vest in the Charterers and such property shall not thereafter be part of the Vessel. Each such replacement part shall be free and clear of all Liens (other than Permitted Liens) and shall upon installation become a part of the Vessel with title thereto vesting in the Owners.

48. Vessel Financing. The Charterers are aware (i) that the Owners will finance their purchase of the Vessel through a loan advanced by a lender(s), and that such loan may from time to time be refinanced by a new loan with the same or different lender(s) (such initial lender(s) and any lender(s) refinancing the initial or any subsequent loan, the "Lenders", and such initial loan and any loan refinancing the initial or any subsequent loan, the "Loan"), and (ii) the Loan will be secured by a first preferred ship mortgage on the Vessel (the "Mortgage", and the mortgagee thereunder, the "Mortgagee"), an assignment of earnings (including this Charter), an assignment of the Charterers' Parent Guarantee and an assignment of insurances, each in customary and usual form. Prior to delivery of the Vessel hereunder and, thereafter, in connection with any refinancing of the Loan, the Owners shall provide a copy of the Mortgage to

the Charterers for their review and approval, which approval shall not be unreasonably withheld; provided that Charterers shall be deemed to have approved any mortgage that is substantially similar to, and does not impose upon the Charterers obligations or restrictions materially more onerous than, the form of mortgage attached as Annex G hereto. Provided that the Charterers approve the form of the Mortgage and the Lenders agree to enter into a quiet enjoyment / non-disturbance agreement with the Charterers (as described in the last sentence of this Clause 48), the Charterers agree (x) to furnish upon request to the Owners and/or the Mortgagee such further information, (y) to execute and deliver to the Owners and/or the Mortgagee such other documents, and (x) to do such other acts and things, as the Owners and/or the Mortgagee may reasonably request, for the purpose of enabling the Owners to arrange the Loan and comply with the terms of the credit agreement covering the Loan and the Mortgage. The Charterers' obligation to cooperate with any financing or refinancing of the Vessel as described in this Clause 48 is subject to and conditioned upon the Lenders agreeing to enter into a quiet enjoyment / non-disturbance agreement with the Charterers on terms acceptable to the Charterers (such acceptance not to be unreasonably withheld).

49. Liens. Except for Permitted Liens, the Charterers agree that: (i) they will not create, incur, assume or suffer to exist, and will not permit the Master, officers or crew of the Vessel or any other servant or agent under the Charterers' control to create, incur, assume or suffer to exist, any Lien upon or in respect of the Vessel without the prior written consent of the Owners; and (ii) if the Charterers shall breach their agreement contained in the preceding clause (i), they shall promptly take such action as shall be necessary to release or discharge such Lien and, if they fail to take such action, the Owners may, but shall have no obligation to, upon notice to the Charterers, take such action as shall be necessary to release or discharge the same at the Charterers' expense. In case of breach by the Charterers of their obligations under this Clause 49, and provided further that the Charterers fail to cure such breach and discharge the Lien upon or in respect of the Vessel within thirty (30) days from the date the Owners notify the Charterers that they are in breach of this Clause 49 and demand that the Charterers cure such breach, the Owners shall be entitled to terminate this Charter in accordance with Clause 28.

50. Insurance.

(a) All policies of insurance or other evidence thereof shall provide that losses thereunder shall be payable to the Mortgagee (if any) according to the loss payable clause in the Mortgage (if any) for distribution to the Mortgagee, the Owners, the Charterers and others as their interests may appear; *provided, however*, that such policies of insurance shall provide that:

- (i) Any loss under any insurance on the Vessel with respect to protection and indemnity risks or other liability insurance may be paid (x) directly to the person to whom any liability covered by such insurance has been incurred or (y) if the Charterers have paid the loss, damage or expense covered by such insurance to the person referred to in clause (x), directly to the Charterers to reimburse them for such payments made by them, *provided, however*, that the underwriters shall (A) have first received evidence that the liability insured against has been discharged or is being discharged simultaneously with such payment and (B) not have received written notice from the Owners as to the occurrence of an Event of Charterers

Default or, if so, not have been notified by the Owners in writing that such Event of Charterers Default has been cured or waived; and

- (ii) in case of any loss (other than a loss covered by clause (i) above or a loss which is an Event of Loss) under any insurance with respect to the Vessel involving any damage to the Vessel, the underwriters (x) may pay directly for the repair or other charges involved or (y) may pay directly to the Charterers as reimbursement if the Charterers have first fully repaired the damage and paid the cost thereof and paid the other charges involved, and the underwriters shall have received evidence of such repair and payment or that such payment will be made simultaneously with the payment by the underwriters.

(b) The Charterers shall, without expense to the Owners, have the duty and responsibility to make all proofs of loss and take any and all other steps necessary to effect collections from underwriters for any loss under any insurance on or with respect to the Vessel or the operation thereof. The Owners shall cooperate in making all proofs of loss and take all other reasonable steps necessary to effect collection from underwriters.

51. Quiet Enjoyment. So long as no Event of Charterers Default is continuing, neither the Charterers nor any permitted sub-charterer shall be disturbed or interfered with in its quiet and peaceful use, possession and enjoyment of the Vessel. The Owners shall procure that any Mortgage provide an equivalent right to quiet enjoyment.

52. Owners' Liens. The Owners agree that they shall not, directly or indirectly, create, incur, assume or suffer to exist and, at their own cost and expense, shall promptly take such action as may be necessary duly to discharge, any Owners' Lien on or in respect of the Vessel other than the Mortgage.

53. Repossession. In the event of early termination of this Charter for any reason (other than due to an Event of Charterers Default), the Charterers shall have the right to remove at their cost and expense all of their equipment, appurtenances, boats, etc. related to their passenger vessel service with the full and complete cooperation of the Owners.

54. Further Assurances. The Owners and the Charterers each agree to perform or cause to be performed such action, and to execute, deliver or furnish, or to cause to be executed, delivered or furnished, all such further assurances, certificates, opinions and other documents necessary or proper to carry out this Charter.

55. Buyer's Supplies. The Charterers shall, at their own risk, cost and expense, (i) supply and deliver to the Builder the Buyer's Supplies in accordance with the terms of the Building Contract, and (ii) otherwise perform and comply with the obligations of the Buyer under the Building Contract with respect to the Buyer's Supplies (including, without limitation, the obligation to pay the Builder's cost of insuring the Buyer's Supplies in accordance with Clause XX of the Building Contract). The Owners agree that the Charterers may exercise the Buyer's rights with respect to the Buyer's Supplies as set forth in the Building Contract. Upon termination of this Charter in accordance with its terms (other than due to an Event of Charterers

Default), the Buyer's Supplies, or the value thereof, shall be returned or refunded by the Owners to the Charterers. If this Charter is terminated due to an Event of Charterers Default, the Owners may retain the Buyer's Supplies to satisfy any claim the Owners may have against the Charterers under or pursuant to this Charter and, upon satisfaction of such claims, the remaining Buyer's Supplies (if any), or the value thereof, shall be returned to or refunded by the Owners to the Charterers.

56. Transaction Events of Default.

(a) The following shall constitute "Transaction Events of Default" for purposes of this Charter:

- (i) the Owners and/or the Builder shall fail or refuse to recognize the Charterers' rights under this Charter with respect to the Charterers' control over the exercise of the Buyer's rights under the Building Contract (including, without limitation, by making any amendment to the Contract (including any Change Order) without the prior written consent of the Charterers' Principal Representative) or otherwise with respect to construction of the Vessel and such failure or refusal shall continue for a period of ten (10) days following notice from the Charterers identifying such failure or refusal and demanding its cure; or
- (ii) (A) a final order is made or an effective resolution is passed for the winding up of a Transaction Party; or (B) a receiver is appointed in respect of the whole or a substantial part of the business of a Transaction Party; or (C) a Transaction Party suspends the payment of its debts; or (D) a Transaction Party applies to any court for protection from its creditors generally; or (E) a Transaction Party is unable, or admits its inability, to pay its debts as they fall due, or it becomes or is declared to be insolvent under any applicable law; or (F) any distress, execution, attachment or other process affects the whole or any substantial part of a Transaction Party's business or assets and remains undischarged for a period exceeding thirty (30) days; or (G) the whole or any substantial part of a Transaction Party's business or assets is subject to compulsory acquisition by any national, state, provincial or local government or any agency or instrumentality thereof for a period exceeding sixty (60) days; or (H) anything having a substantially similar effect to any of the events specified in (A) to (G) above occurs under the laws of any applicable jurisdiction; or
- (iii) this Charter, the Building Contract, either of the Owners' Parent Guarantees or the Charterers' Parent Guarantee shall for any reason be terminated, rendered unenforceable or be no longer in full force and effect; or
- (iv) the Charterers fail to pay for modifications to the Specification or Plans in accordance with Clause 46(b) of this Charter and/or wrongfully refuse to take delivery of the Vessel when duly tendered for delivery in accordance

with this Charter and such failure or refusal continues for a period of ten (10) days following notice from the Owners identifying such failure or refusal and demanding its cure.

(b) Upon the occurrence of any Transaction Event of Default, and subject to sub-clause (c) and (d) below, the non-defaulting party shall be entitled to exercise the rights and remedies provided for in Clause 28 of this Charter.

(c) If this Charter is terminated by the Charterers in accordance with the provisions thereof prior to delivery of the Vessel by the Owners to the Charterers hereunder, the Owners shall promptly (i) refund to the Charterers all amounts paid by the Charterers for modifications pursuant to Clause 46(b) together with interest on such amounts at the rate of four percent (4%) p.a. for the period from the respective dates such amounts were paid by the Charterers to the Owners to the date such amounts are refunded by the Owners to the Charterers, (ii) return to the Charterers any Buyer's Supplies that have not been built into or installed on or in the Vessel or which may be removed from the Vessel, or the current value thereof, together with interest at the rate of four percent (4%) p.a. for the period from the respective dates such sums were expended by the Charterers to the date of repayment of such sums by the Owners to the Charterers, and (iii) subject to Clause 56(d), pay liquidated damages in the amount of One Million Five Hundred Thousand Euros (€1,500,000.00).

(d) Notwithstanding anything to the contrary contained herein, liquidated damages shall not be payable to the Charterers pursuant to Clause 56(c) for termination of this Charter due to (i) excessive delay pursuant to Clause XII.4 and 5 of the Building Contract, (ii) a Buyer Default (as defined in the Building Contract) attributable to the Charterers, or (iii) a Charterers' default under this Charter.

(e) Upon return of the Buyer's Supplies and payment in full of the amounts as aforesaid, any and all obligations, duties and liabilities of the Owners whatsoever under or in connection with this Charter shall thereupon be fully discharged, and the Charterers shall have no further rights or obligations hereunder. The refund shall be effected in the same currency in which the amount refunded were expended, and the liquidated damages shall be paid in the same currency in which Charter Hire is payable hereunder.

57. Legal Existence. Each of the Owners and the Charterers shall at all times (i) maintain its company existence, and (ii) do or cause to be done all things necessary to preserve and keep in full force and effect its power and authority to carry on its business as presently conducted, to own and hold under lease and operate its properties and assets, and to perform its obligations under this Charter and the other Transaction Documents to which it is a party.

58. Anti-Bribery and Sanctions.

(a) Each of the parties represents, warrants and undertakes that it does, and shall at all times continue to, comply with, and their respective officers, employees, sub-agents, representatives or subsidiaries do, and shall at all times continue to, comply with, the Travelopia Policy on Procedures for Prevention of Bribery and Corruption and all applicable local and international anti-corruption legislation and related procedures and codes from time to time in

force, including but not limited to the United Kingdom Bribery Act 2010, and the United States of America Foreign Corrupt Practices Act 1977. The Owners shall provide supporting evidence of such compliance as the Charterers shall reasonably request.

(b) Each of the Parties represents, warrants and undertakes that it does not and shall not:

- (i) offer or accept bribes or other means or inducements to obtain an undue or improper advantage on behalf of another Party or to influence a public official;
- (ii) try to influence the making and taking of business decisions through the acceptance or offer of favors, benefits, gifts or other hospitality which is either disproportionate or outside the ordinary course of business;
- (iii) engage in corruption, extortion, money-laundering, insider dealing or fraud in any form as defined by applicable laws; or
- (iv) engage any third party to work on business related to this Charter or the other Transaction Documents, without first undertaking risk based due diligence, entering into a written contract containing clauses similar to this Clause 58.

(c) Each Party represents, warrants and undertakes that it does, and at all times shall, comply in all respects with all applicable sanctions that it is subject to, and that neither it nor any of its officers, employees, sub-agents, subcontractors, representatives or subsidiaries, either direct or indirect:

- (i) is a sanctioned person listed on any sanctions list or is owned or controlled by, or acting on behalf of, a sanctioned person listed on any sanctions list;
- (ii) will make available any funds or economic benefit received under this Charter or any Transaction Document to or for the benefit of any sanctioned person or to any other person located, organized or resident in a country or territory that is, who whose government is, subject to sanctions; or
- (iii) will take any action or refrain from taking any action which would cause any Party to breach any applicable sanctions laws.

(d) Violation of this Clause 58 by any Party shall be a material breach of this Charter and may result in the immediate termination of this Charter and/or legal action. This does not affect any other of the respective Parties' termination rights.

(e) The Parties shall ensure that any person who is performing services in connection with this Charter does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this Clause 58 (the "Relevant Terms"). The Parties shall be responsible for the observance and performance by such

persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

59. Confidentiality.

(a) Each of the Parties shall keep strictly private and confidential all information, documentation, materials, technical or commercial know-how, specifications, processes or initiatives as disclosed by the other Party which relates to any trade secrets of the other Party (including without limitation this Agreement, any information relating to the activities of the other Party or its methods of carrying on business) or which is designated by the other Party as confidential (the "Confidential Information").

(b) The Parties may disclose the Confidential Information:

- (i) to the respective Party's team and to such of its other employees, directors, officers, members, advisors, agents, consultants or subcontractors as need to know it for the purpose of discharging the Party's obligations to the Party under this Charter or the other Transaction Documents. Each Party shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Confidential Information comply with this Clause 59; or
- (ii) as may be required in order to satisfy the conditions specified in Clause 33; or
- (iii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
- (iv) as may be necessary to enforce its rights under this Charter or any of the other Transaction Documents; or
- (v) as may be necessary to obtain financing in accordance with Clause 48.

(c) The parties shall not use the Confidential Information for any purpose other than to perform its obligations under this Charter or for a purpose permitted by Clause 59(b).

(d) Any and all Confidential Information supplied by a Party to the other Party shall, at all times, be and remain the exclusive property of the disclosing Party, but shall be held by the other Party in safe custody at its own risk and maintained and kept in good condition by the receiving Party until returned to the disclosing Party.

(e) The Owners agree that in any public announcement or statement concerning the Vessel, this Charter, the Building Contract or the transaction generally, they will not identify the Charterers, Quark or any of their Affiliates without the prior written consent of Quark. The Owners and the Charterers will endeavor to coordinate their individual media and public announcements to ensure consistency of message and to respect the marketing strategy and objectives of the other party.

60. SPE Provisions. So long as this Charter is in effect, the Owners shall comply with the following provisions:

- (i) the Owners will not acquire, and will not own, any other vessel or material assets other than the Vessel and such incidental personal property necessary for their ownership of the Vessel and the operation of their business;
- (ii) the Owners will preserve their existence as an entity duly organized, validly existing and in good standing under the laws of Republic of the Marshall Islands and will not merge or consolidate with any other Person;
- (iii) the Owners will not take any action to dissolve, wind-up, terminate or liquidate in whole or in part, or seek to accomplish any of the foregoing;
- (iv) the Owners will not own any subsidiary or make any investment in any other Person;
- (v) the Owners will hold all of their assets in their own name and not commingle their assets with the assets of any other Person;
- (vi) the Owners will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) or any other liability that may attach to the Vessel, other than (i) their obligations under the Building Contract, the Bareboat Charter or any agreement relating to the financing of the construction or acquisition of the Vessel (a "Vessel Financing Agreement") and (ii) other liabilities incurred in the ordinary course of owning the Vessel and operating their business; *provided, however*, that this provision shall not prevent the Corporation from amending, refinancing, consolidating, extending, renewing, replacing, defeasing or refunding all or any part of the construction or permanent financing for the Vessel at any time and as often as the Board of Directors may deem to be in the best interests of the Corporation;
- (vii) other than in connection with a Vessel Financing Agreement, the Owners will not: (i) assume or guaranty the debts of any other person; (ii) hold itself out to be responsible for the debts of another person; or (iii) hold out their credit as being available to satisfy the obligations of any other person; and
- (viii) the Owners will observe all appropriate corporate formalities and procedures required under their organizational documents and applicable law, and will conduct their business solely in their own name through their duly authorized officers, representatives and agents.

61. Recordation of this Charter as a Lien. The Charterers agree that the Owners may record this Charter as a Lien on the Vessel in accordance with the laws of the Republic of the Marshall Islands.

62. Amendments and Waivers.

(a) Any provision of this Charter may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by both parties to this Charter, or in the case of a waiver, by the party against whom the waiver is sought to be enforced.

(b) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

63. Severability. Any provision of this Charter that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

64. Entire Agreement. This Charter consists of Parts I, II and III of the Bimco Standard Bareboat Charter (Barecon 2001) Form, these Additional Clauses, and Annexes A, B, C, D, E, F and G hereto. All parts of this Charter shall be read together as a single agreement and in a manner that promotes consistency between all parts of this Charter. No single part of this Charter shall be given greater weight than any other part of this Charter in determining the intended agreement of the parties hereto.

65. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Charter shall be in writing and shall be deemed to have been delivered (i) when personally delivered, (ii) when transmitted via e-mail or telecopy (or other facsimile device) to the address or number set out below, (iii) the day following the day (except, if not a Business Day, then the next Business Day) on which the same has been delivered prepaid to a reputable air courier service for next day delivery, or (iv) the fifth Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications shall be sent to the applicable person, address and communication numbers set forth below, unless another person, address and/or communication numbers has been previously specified in writing in accordance with this Clause 65:

If to Owners:

Polaris Exploration Inc.
Ajeltake Road
Ajeltake Island
Majuro
Republic of Marshall Islands
c/o Brodosplit Plovidba d.o.o.
Put Supavla 21
21000 Split
Croatia
E-mail: tonci.klaric@brodosplit.hr
Attn: Tonći Klarić

If to Builder:

Brodosplit d.d.
Put Supavla 21
21000 Split
Croatia
E-mail: dalibor.vukicevic@brodosplit.hr
Attn: Dalibor Vukićević

If to Charterers:

Quark Expeditions, Inc.
112 Merton Street
Toronto, ON M4S 2Z8
E-mail: etulloch@icloud.com
Attn: Elliott Tulloch

If to Charterer Guarantor:

Tim Midco Limited
11th Floor
200 Aldersgate Street
London, United Kingdom EC1A 4HD
E-mail:
Attn: The Directors

66. Counterparts. This Charter may be executed by the parties hereto on separate counterparts, each of which shall be deemed an original and both of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Charter by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

ANNEX A

CHARTER HIRE AND PURCHASE OPTION PRICE

Expedition Cruise Vessel - BBC option in EUR

Interest rate equity	8	%
Interest rate bank	4.55	%
Value:	106,382,990.89	EUR
Total value	109,276,608.24	EUR
Daily bare boat rate:	31,914.90	EUR

Fixed

Fixed

Total Value represents total cost of Loan administrative expenses in amount of 0,8% + ECA cost of 2,6% = 3,4%

Month	Amount	Monthly bareboat amount (based on 30 days)	Loan interest + Equity interest + Company running cost	Rest for buying the vessel / Purchase option
1.	109,276,608.24	957,446.92	-	108,319,161.32
2.	108,319,161.32	957,446.92	528,626.76	107,890,341.17
3.	107,890,341.17	957,446.92	524,005.49	107,456,899.74
4.	107,456,899.74	957,446.92	521,935.71	107,021,388.53
5.	107,021,388.53	957,446.92	519,843.64	106,583,785.25
6.	106,583,785.25	957,446.92	517,741.57	106,144,079.90
7.	106,144,079.90	957,446.92	515,629.40	105,702,262.39
8.	105,702,262.39	957,446.92	513,507.09	105,258,322.56
9.	105,258,322.56	957,446.92	511,374.59	104,812,250.23
10.	104,812,250.23	957,446.92	509,231.84	104,364,035.15
11.	104,364,035.15	957,446.92	507,078.79	103,913,667.02
12.	103,913,667.02	957,446.92	504,915.41	103,461,135.52
13.	103,461,135.52	957,446.92	502,741.63	103,006,430.23
14.	103,006,430.23	957,446.92	500,557.41	102,549,540.73
15.	102,549,540.73	957,446.92	498,362.70	102,090,456.51
16.	102,090,456.51	957,446.92	496,157.45	101,629,167.04
17.	101,629,167.04	957,446.92	493,941.60	101,165,661.73
18.	101,165,661.73	957,446.92	491,715.11	100,699,929.92
19.	100,699,929.92	957,446.92	489,477.93	100,231,960.93
20.	100,231,960.93	957,446.92	487,230.00	99,761,744.01
21.	99,761,744.01	957,446.92	484,971.26	99,289,268.36
22.	99,289,268.36	957,446.92	482,701.68	98,814,523.12
23.	98,814,523.12	957,446.92	480,421.20	98,337,497.41
24.	98,337,497.41	957,446.92	478,129.76	97,858,180.25
25.	97,858,180.25	957,446.92	475,827.32	97,376,560.66
26.	97,376,560.66	957,446.92	473,513.82	96,892,627.56
27.	96,892,627.56	957,446.92	471,189.20	96,406,369.84
28.	96,406,369.84	957,446.92	468,853.42	95,917,776.33
29.	95,917,776.33	957,446.92	466,506.41	95,426,835.83
30.	95,426,835.83	957,446.92	464,148.13	94,933,537.04
31.	94,933,537.04	957,446.92	461,778.53	94,437,868.65
32.	94,437,868.65	957,446.92	459,397.54	93,939,819.27
33.	93,939,819.27	957,446.92	457,005.11	93,439,377.47
34.	93,439,377.47	957,446.92	454,601.19	92,936,531.75
35.	92,936,531.75	957,446.92	452,185.73	92,431,270.56
36.	92,431,270.56	957,446.92	449,758.66	91,923,582.30
37.	91,923,582.30	957,446.92	447,319.93	91,413,455.31
38.	91,413,455.31	957,446.92	444,869.49	90,900,877.88
39.	90,900,877.88	957,446.92	442,407.28	90,385,838.24
40.	90,385,838.24	957,446.92	439,933.24	89,868,324.56
41.	89,868,324.56	957,446.92	437,447.31	89,348,324.96
42.	89,348,324.96	957,446.92	434,949.45	88,825,827.49
43.	88,825,827.49	957,446.92	432,439.58	88,300,820.15
44.	88,300,820.15	957,446.92	429,917.66	87,773,290.89
45.	87,773,290.89	957,446.92	427,383.63	87,243,227.60
46.	87,243,227.60	957,446.92	424,837.42	86,710,618.10
47.	86,710,618.10	957,446.92	422,278.98	86,175,450.16

Expedition Cruise Vessel - BBC option in EUR

Interest rate equity	8	%
Interest rate bank	4.55	%
Value:	106,382,990.89	EUR
Total value	109,276,608.24	EUR
Daily bare boat rate:	31,914.90	EUR

Fixed

Fixed

Total Value represents total cost of Loan administrative expenses in amount of 0,8% + ECA cost of 2,6% = 3,4%

Month	Amount	Monthly bareboat amount (based on 30 days)	Loan interest + Equity interest + Company running cost	Rest for buying the vessel / Purchase option
48.	86,175,450.16	957,446.92	419,708.25	85,637,711.49
49.	85,637,711.49	957,446.92	417,125.17	85,097,389.75
50.	85,097,389.75	957,446.92	414,529.69	84,554,472.52
51.	84,554,472.52	957,446.92	411,921.73	84,008,947.33
52.	84,008,947.33	957,446.92	409,301.25	83,460,801.67
53.	83,460,801.67	957,446.92	406,668.19	82,910,022.94
54.	82,910,022.94	957,446.92	404,022.47	82,356,598.49
55.	82,356,598.49	957,446.92	401,364.04	81,800,515.61
56.	81,800,515.61	957,446.92	398,692.85	81,241,761.55
57.	81,241,761.55	957,446.92	396,008.82	80,680,323.45
58.	80,680,323.45	957,446.92	393,311.90	80,116,188.43
59.	80,116,188.43	957,446.92	390,602.03	79,549,343.54
60.	79,549,343.54	957,446.92	387,879.14	78,979,775.76
61.	78,979,775.76	957,446.92	385,143.16	78,407,472.01
62.	78,407,472.01	957,446.92	382,394.05	77,832,419.14
63.	77,832,419.14	957,446.92	379,631.73	77,254,603.95
64.	77,254,603.95	957,446.92	376,856.14	76,674,013.18
65.	76,674,013.18	957,446.92	374,067.22	76,090,633.48
66.	76,090,633.48	957,446.92	371,264.90	75,504,451.47
67.	75,504,451.47	957,446.92	368,449.12	74,915,453.68
68.	74,915,453.68	957,446.92	365,619.82	74,323,626.58
69.	74,323,626.58	957,446.92	362,776.92	73,728,956.58
70.	73,728,956.58	957,446.92	359,920.37	73,131,430.03
71.	73,131,430.03	957,446.92	357,050.10	72,531,033.21
72.	72,531,033.21	957,446.92	354,166.04	71,927,752.33
73.	71,927,752.33	957,446.92	351,268.12	71,321,573.53
74.	71,321,573.53	957,446.92	348,356.28	70,712,482.90
75.	70,712,482.90	957,446.92	345,430.46	70,100,466.44
76.	70,100,466.44	957,446.92	342,490.58	69,485,510.11
77.	69,485,510.11	957,446.92	339,536.58	68,867,599.78
78.	68,867,599.78	957,446.92	336,568.40	68,246,721.25
79.	68,246,721.25	957,446.92	333,585.95	67,622,860.28
80.	67,622,860.28	957,446.92	330,589.17	66,996,002.54
81.	66,996,002.54	957,446.92	327,578.01	66,366,133.63
82.	66,366,133.63	957,446.92	324,552.37	65,733,239.08
83.	65,733,239.08	957,446.92	321,512.20	65,097,304.37
84.	65,097,304.37	957,446.92	318,457.43	64,458,314.89
85.	64,458,314.89	957,446.92	315,387.99	63,816,255.96
86.	63,816,255.96	957,446.92	312,303.80	63,171,112.84
87.	63,171,112.84	957,446.92	309,204.80	62,522,870.72
88.	62,522,870.72	957,446.92	306,090.90	61,871,514.70
89.	61,871,514.70	957,446.92	302,962.06	61,217,029.84
90.	61,217,029.84	957,446.92	299,818.18	60,559,401.10
91.	60,559,401.10	957,446.92	296,659.20	59,898,613.38
92.	59,898,613.38	957,446.92	293,485.04	59,234,651.50
93.	59,234,651.50	957,446.92	290,295.64	58,567,500.23
94.	58,567,500.23	957,446.92	287,090.92	57,897,144.23

BRODOSPLIT d.d.

16.03.2018.

Expedition Cruise Vessel - BBC option in EUR

Interest rate equity	8	%
Interest rate bank	4.55	%
Value:	106,382,990.89	EUR
Total value	109,276,608.24	EUR
Daily bare boat rate:	31,914.90	EUR

Fixed

Fixed

Total Value represents total cost of Loan administrative expenses in amount of 0,8% + ECA cost of 2,6% = 3,4%

Month	Amount	Monthly bareboat amount (based on 30 days)	Loan interest + Equity interest + Company running cost	Rest for buying the vessel / Purchase option
95.	57,897,144.23	957,446.92	283,870.80	57,223,568.11
96.	57,223,568.11	957,446.92	280,635.22	56,546,756.41
97.	56,546,756.41	957,446.92	277,384.09	55,866,693.58
98.	55,866,693.58	957,446.92	274,117.34	55,183,364.01
99.	55,183,364.01	957,446.92	270,834.91	54,496,751.99
100.	54,496,751.99	957,446.92	267,536.70	53,806,841.78
101.	53,806,841.78	957,446.92	264,222.66	53,113,617.52
102.	53,113,617.52	957,446.92	260,892.69	52,417,063.29
103.	52,417,063.29	957,446.92	257,546.73	51,717,163.10
104.	51,717,163.10	957,446.92	254,184.69	51,013,900.87
105.	51,013,900.87	957,446.92	250,806.51	50,307,260.46
106.	50,307,260.46	957,446.92	247,412.09	49,597,225.64
107.	49,597,225.64	957,446.92	244,001.38	48,883,780.10
108.	48,883,780.10	957,446.92	240,574.28	48,166,907.46
109.	48,166,907.46	957,446.92	237,130.71	47,446,591.25
110.	47,446,591.25	957,446.92	233,670.61	46,722,814.94
111.	46,722,814.94	957,446.92	230,193.88	45,995,561.90
112.	45,995,561.90	957,446.92	226,700.45	45,264,815.44
113.	45,264,815.44	957,446.92	223,190.25	44,530,558.76
114.	44,530,558.76	957,446.92	219,663.18	43,792,775.02
115.	43,792,775.02	957,446.92	216,119.16	43,051,447.27
116.	43,051,447.27	957,446.92	212,558.13	42,306,558.48
117.	42,306,558.48	957,446.92	208,979.99	41,558,091.54
118.	41,558,091.54	957,446.92	205,384.66	40,806,029.28
119.	40,806,029.28	957,446.92	201,772.06	40,050,354.42
120.	40,050,354.42	957,446.92	198,142.10	39,291,049.60
121.	39,291,049.60	957,446.92	194,494.71	38,528,097.40
122.	38,528,097.40	718,085.19	190,829.80	38,000,842.01

Calculation was carried with the presumption that the month has 30 days; days compensation is done in 122nd m

ANNEX B

FORM OF IRREVOCABLE LETTER OF GUARANTEE

for performance of the Charterers' obligations

To: Polaris Exploration Inc.

Dear Sirs,

In consideration of you entering into the Bareboat Charter dated March 22, 2018 (the "**Charter**") with our indirect 100% subsidiary Vinson Expeditions LLC (the "**Charterers**"), agreeing to let one polar expedition cruise vessel defined in more detail in the Charter (the "**Vessel**") to the Charterers under the terms of the Charter, and agreeing to accept this Letter of Guarantee pursuant to the Charter, at the request of the Charterers we, Tim Midco Limited, 11th Floor, 200 Aldersgate Street, London, United Kingdom EC1A 4HD (as primary obligor and not by way of secondary liability) the "**Guarantor**"), irrevocably and unconditionally guarantee (the "**Guarantee**") performance by the Charterers of all their liabilities and responsibilities under the Charter, including but not limited to due and punctual payment of the Charter Hire (as defined in the Charter) and other amounts due from the Charterers to you in accordance with the terms of the Charter, and we shall, upon default by the Charterers of their obligations under the Charter and receipt by us from you of a first written demand for the performance of same (together with a copy of a demand made by you against the Charterers for payment), pay to you or to your order upon expiry of ten (10) days from receipt of such written demand the sum then due and owing from the Charterers to you under the Charter.

Our liability under this Letter of Guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (i) any amendment, variation, novation, replacement or supplement of or to the Charter until the occurrence of a Termination Event;
- (ii) any grant of time, indulgence, waiver or concession to the Charterers or any other person; or
- (iii) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, discharge by operation of law, or any change in the constitution, name or style of the Charterers or any other person.

This Guarantee shall terminate upon the occurrence of any of the following events (each, a "**Termination Event**"):

- (a) such termination is approved in writing by you; and/or
- (b) upon the final termination of the Charterers' payment obligations under the Charter or the termination of the Charter in accordance with its terms;

provided that, notwithstanding the occurrence of a Termination Event, the liability of the Guarantor under this Guarantee shall continue in full force and effect in relation to any liabilities or obligations which shall have become due on or prior to the occurrence of that Termination Event.

This Letter of Guarantee is governed by the laws of England and Wales and we hereby submit to the exclusive jurisdiction of the High Court of England and Wales.

Dated: March 22, 2018

For and on behalf of Tim Midco Limited

ANNEX C

FORM OF IRREVOCABLE LETTER OF GUARANTEE

for performance of the Owners' refund / return obligations

To: Vinson Expeditions LLC

Dear Sirs,

In consideration of you entering into the Bareboat Charter dated March 22, 2018 (the "**Charter**") with our 100% indirect subsidiary Polaris Exploration Inc. (the "**Owners**") and thereby agreeing to hire one polar expedition cruise vessel defined in more detail in the Charter (the "**Vessel**") from the Owners under the terms of the Charter, and agreeing to accept this Letter of Guarantee pursuant to the Charter, at the request of the Owners we, Brodogradevna Industrija Split, dioničko društvo of Put Supavla 21, 21000 Split, Croatia (the "**Guarantor**"), irrevocably and unconditionally guarantee (as primary obligor and not by way of secondary liability only) the full and timely payment and performance by the Owners of their obligations under Clause 55 and Clause 56(c) and (e) of the Charter (the "**Guaranteed Obligations**"), and we shall, upon default by the Owners in payment or performance of the Guaranteed Obligations and receipt by us from you of a first written demand for the payment and / or performance of same (together with a copy of a demand made by you against the Owners for performance and/or payment), pay to you or to your order upon expiry of seven (7) days from receipt of such written demand the sum then due and owing from the Owners to you under the Charter.

Our liability under this Letter of Guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (i) any termination, amendment, variation, novation, replacement or supplement of or to the Charter;
- (ii) any grant of time, indulgence, waiver or concession to the Owners or any other person; or
- (iii) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, discharge by operation of law, or any change in the constitution, name or style of the Owners or any other person.

This Letter of Guarantee is governed by the laws of England and Wales and we hereby submit to the exclusive jurisdiction of the High Court of England and Wales.

We hereby appoint and authorise the following agent to accept service of any court proceedings on our behalf:

Tatham Macinnes LLP
1 Gracechurch Street
London
EC3V 0DD

This Letter of Guarantee shall expire upon delivery of the Vessel to you under the Charter.

Dated: March 22, 2018

For and on behalf of Brodograđevna Industrija Split, Dioničko Društvo

ANNEX D

FORM OF IRREVOCABLE LETTER OF GUARANTEE

for performance of the Owners' liquidated damages payment obligations

To: Vinson Expeditions LLC

Dear Sirs,

In consideration of you entering into the Bareboat Charter dated March 22, 2018 (the "**Charter**") with our 100% indirect subsidiary Polaris Exploration Inc. (the "**Owners**") and thereby agreeing to hire one polar expedition cruise vessel defined in more detail in the Charter (the "**Vessel**") from the Owners under the terms of the Charter, and agreeing to accept this Letter of Guarantee pursuant to the Charter, at the request of the Owners we, Brodograđevna Industrija Split, dioničko društvo of Put Supavla 21, 21000 Split, Croatia (the "**Guarantor**"), irrevocably and unconditionally guarantee (as primary obligor and not by way of secondary liability only) the full and timely payment and performance by the Owners of their obligations under Clause 34(c) and Clause 56(c) and (e) of the Charter (the "**Guaranteed Obligations**"), and we shall, upon default by the Owners in payment of the Guaranteed Obligations and receipt by us from you of a first written demand for the payment of same (together with a copy of a demand made by you against the Owners for such payment), pay to you or to your order upon expiry of seven (7) days from receipt of such written demand the sum then due and owing from the Owners to you under the Charter.

Our liability under this Letter of Guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (i) any termination, amendment, variation, novation, replacement or supplement of or to the Charter;
- (ii) any grant of time, indulgence, waiver or concession to the Owners or any other person; or
- (iii) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, discharge by operation of law, or any change in the constitution, name or style of the Owners or any other person.

This Letter of Guarantee is governed by the laws of England and Wales and we hereby submit to the exclusive jurisdiction of the High Court of England and Wales.

We hereby appoint and authorise the following agent to accept service of any court proceedings on our behalf:

Tatham Macinnes LLP
1 Gracechurch Street
London
EC3V 0DD

Dated March 22, 2018

For and on behalf of Brodograđevna Industrija Split, dioničko društvo

ANNEX E

PURCHASE OPTION / OBLIGATION

1. Provided that no Event of Charterers Default is then continuing, it is agreed that during the Charter Period, the Charterers shall have the option to purchase the Vessel at any time subject to Paragraph 2 and Paragraph 4 below. The Charterers may exercise their option by notice in writing to the Owners stating the desired time and place for closing of the sale and purchase of the Vessel, such notice to be delivered to the Owners not less than thirty (30) days prior to the intended date of closing on the sale of the Vessel.
2. The purchase price shall be the amount set out in Annex A to this Charter as of the beginning of the month in which the closing of the sale and purchase of the Vessel occurs (any Charter Hire paid in advance and unearned as of the closing date to be applied as a credit to the purchase price); provided that if the closing of the sale and purchase of the Vessel will occur on the date the Vessel is delivered under the Building Contract or at any time within the first year of the Charter Period, the purchase price shall be reduced by (i) the amount of the premium payable with respect to the ECA guarantee that is either avoided (in other words, never paid by the Owners) or that is refunded to the Owners, (ii) any unused credit for liquidated damages pursuant to Clause 43(a), and (iii) any unused credit related to galley and catering equipment pursuant to Clause 46(b). If the Charterers anticipate that they will exercise their purchase option such that the closing of the sale and purchase of the Vessel will occur on the date the Vessel is delivered under the Building Contract, they shall endeavor to notify the Owners of such election on or before the date that is at least sixty (60) days prior to delivery of the Vessel in order to avoid initial payment of the ECA premium. For the avoidance of doubt, failure by the Charterers to provide such early notice shall not prevent the Charterers from giving otherwise timely notice in accordance with paragraph 1 above of their exercise of the purchase option with a closing to occur on the date the Vessel is delivered under the Building Contract. Subject to Paragraph 4 below, the closing date of the Charterers' purchase of the Vessel shall be the date used to determine the purchase price based on the terms of Annex A.
3. The sale and delivery and acceptance of the Vessel shall be concluded on the date and at the place specified by the Charterers in the aforementioned written notice or on such other date or at such other place as the parties may agree prior to expiration of the Charter Period.
4. If this Charter is still in existence at the commencement of the tenth year of the Charter Period, the Charterers shall be obligated to buy the Vessel at a time and place of their choosing during such final year at the purchase price in effect on the date of the closing on such sale.

In the following paragraphs, the Owners are referred to as the Sellers and the Charterers as the Buyers.

5. On the date and at the place specified above, the Vessel shall be delivered by the Sellers and taken over by the Buyers.

6. The Sellers warrant that the Vessel, at the time of delivery, shall be free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers. Should any claims *in rem* which have been incurred prior to the time of delivery be made against the Vessel following delivery, 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 the Buyers' flag shall be for the Buyers' account. Any taxes, notarial, consular and other charges and expenses connected with closing of the Sellers' register, shall be for the Sellers' account.
7. The Sellers warrant that the following are true and correct on the date hereof and will be true and correct on the closing date:
 - (i) There are no pending or, to the knowledge of the Sellers, threatened actions, suits or proceedings by or before any court, arbitral panel, or governmental body involving the Sellers or any of its parent company or affiliates (excluding actions, suits or proceedings resulting from or connected to the Vessel's operation or use by the Charterers, if any) which (i) seek to restrain, enjoin or question, or which otherwise relate to, this Charter or this Annex E, or the consummation of the transactions contemplated hereby or (ii) if adversely determined, would have a material adverse effect on the ability of the Sellers to consummate timely the transaction contemplated hereby or to perform their obligations under this Charter or this Annex E or any document required to be provided by the Sellers at closing.
 - (ii) No third party is entitled to receive any brokerage commission, finder's fee, fee for financial advisory services or similar compensation from any of the parties in connection with the transactions contemplated by this Annex E based on any arrangement or agreement made by or on behalf of the Sellers or any of their parent or Affiliates.
 - (iii) As of the time of sale and delivery to the Buyers under this Annex E, the Vessel will not be subject to (i) any other charter; or (ii) any management agreement, operating agreement or similar agreement relating to crewing or operation of the Vessel, other than such as have been arranged or approved by the Buyers.
8. This Charter, including this Annex E, is entered into on the assumption that the structure of the transaction complies with all applicable laws and the interpretations thereof by relevant regulatory authorities. Each party agrees to notify the other in a timely manner if such party determines that a change has occurred in applicable laws or in the interpretations thereof by any regulatory authorities that would make it illegal for the Sellers to sell the Vessel to the Buyers in accordance with the provisions stated herein and in this Charter.
9. In exchange for payment of the purchase price the Sellers shall furnish the Buyers the following delivery documents:

- (i) Legal Bill(s) of Sale in a form recordable in the Buyers' Nominated Flag State, transferring title to the Vessel and stating that the Vessel is free from all mortgages, encumbrances and maritime liens or any other debts whatsoever that would constitute an Owners' Lien, duly notarially attested and legalised or apostilled, as required by the Buyers' Nominated Flag State;
- (ii) Evidence that all necessary corporate, shareholder and other action has been taken by the Sellers to authorize the execution, delivery and performance of the transaction contemplated by this Annex E;
- (iii) A copy of the Sellers' certificate of incorporation and bylaws or their equivalent, certified by an authorized signatory of the Sellers;
- (iv) A certificate of incumbency, issued and certified by an authorized signatory of the Sellers, stating the present directors and officers of the Sellers;
- (v) A Certificate of Registration or Good Standing or its equivalent of the Sellers issued within ten (10) days of the closing date;
- (vi) Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Annex E, duly notarially attested and legalized or apostilled (as appropriate);
- (vii) Certificate or Transcript of Registry issued by the competent authorities of the flag state on the date of delivery evidencing the Sellers' ownership of the Vessel and that the Vessel is free from registered encumbrances, and to be faxed or e-mailed by such authority to the closing meeting with the originals to be sent to the Buyers as soon as possible after delivery of the Vessel;
- (viii) if the Vessel's flag will be changed by the Buyers, a Certificate of Deletion of the Vessel's registry or other official evidence of deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that the registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith and provide a certificate or other official evidence of deletion to the Buyers promptly and latest within four (4) weeks after the purchase price has been paid and the Vessel has been delivered;
- (ix) if the Vessel's flag will be changed by the Buyers, a copy of the Vessel's Continuous Synopsis Record certifying the date on which the Vessel ceased to be registered with the Vessel's registry, or, in the event that the registry does not as a matter of practice issue such certificate immediately, a written undertaking from the Sellers to provide the copy of this certificate promptly upon it being issued together with evidence of submission by the Sellers of a duly executed form stating the date on which the Vessel shall cease to be registered with the Vessel's registry;
- (x) a commercial invoice for the Vessel; and

- (xi) any additional documents as may reasonably be required by the competent authorities of the Buyers' nominated flag state for the purpose of registering the Vessel, provided the Buyers notify the Sellers as soon as possible of the need for such additional documents.

10. The Buyers shall at Delivery furnish the Sellers with following documents:

- (i) Evidence that all necessary corporate, shareholder and other action has been taken by the Buyers to authorize the execution, delivery and performance of the transaction contemplated by this Annex E;
- (ii) A copy of the Buyers' certificate of incorporation and bylaws or their equivalent, certified by an authorized signatory of the Buyers;
- (iii) A certificate of incumbency, issued and certified by an authorized signatory of the Buyers, stating the present directors and officers of the Buyers;
- (iv) A Certificate of Registration or Good Standing or its equivalent of the Buyers issued within ten (10) days of the closing date; and
- (v) Power of Attorney of the Buyers appointing one or more representatives to act on behalf of the Buyers in the performance of this Annex E, duly notarially attested and legalized or apostilled (as appropriate);

- 11. 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 the Sellers' possession.
- 12. The parties shall to the extent possible exchange copies, drafts or samples of the documents listed above for review and comment by the other party not later than ten Business Days prior to the Vessel's intended date of delivery.
- 13. The parties shall sign and deliver to each other a Protocol of Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.
- 14. The parties agree to follow all instructions from the notary selected by the Buyers for the purpose of the execution and formalization of the sale and purchase of the Vessel which instructions can be set out in a 'notary letter' which parties agree to (counter)sign.
- 15. The Wireless Installation, Nautical Instruments and all equipment, machinery, appurtenances, excursion boats, life boats, lifesaving equipment, firefighting equipment, furnishings, computers, radios, electronics, spare parts, bunkers, consumable stores and all items of every kind and character placed on the Vessel by the Owners or the Charterers during and prior to the Charter Period, unless on hire to an unaffiliated third party, shall be included in the sale without any extra payment.
- 16. 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 other than as set out herein.

ANNEX F

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of [●], 20[●] (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Assignment"), is made and entered into by and among:

- POLARIS EXPLORATION INC., a corporation organized under the laws of the Republic of the Marshall Islands (the "Owners");
- VINSON EXPEDITIONS LLC, a limited liability company organized under the laws of the Republic of the Marshall Islands (the "Charterers"); and
- BRODOGRAĐEVNA INDUSTRIJA SPLIT, DIONIČKO DRUŠTVO, a corporation organized under the laws of Croatia (the "Builder" and, together with the Owners and the Charterers, each a "Party" and, collectively, the "Parties").

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Building Contract (as defined below).

WITNESSETH:

WHEREAS, the Builder has entered into that certain Shipbuilding Contract, dated March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Building Contract"), with the Owners, as Buyer, pursuant to which the Builder has agreed to design, build, launch, equip, complete and deliver to the Owners or their nominee one polar expedition cruise vessel (Hull No. 487) as described in the Building Contract (the "Vessel");

WHEREAS, concurrent with the execution of the Building Contract, the Owners and the Charterers have entered into that certain Bareboat Charter, dated March 22, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Bareboat Charter"), pursuant to which the Owners have agreed to demise charter the Vessel to the Charterers for a period of ten (10) years commencing on delivery of the Vessel by the Builder to the Owners in accordance with the Building Contract, and simultaneous delivery by the Owners to the Charterers under the Bareboat Charter;

WHEREAS, Clause 46(b) of the Bareboat Charter provides that if there is a dispute between the Builder and the Buyer with respect to the Buyer's right to liquidated damages under the Building Contract that is not resolved on or prior to the Delivery Date, the Owners shall assign their claim to such liquidated damages to the Charterers by executing an assignment and assumption agreement substantially in the form of this Assignment and shall procure the acknowledgement and consent of the Builder to such assignment;

WHEREAS, a dispute currently exists between the Builder and the Owners with respect to liquidated damages payable by the Builder to the Owners in their capacity as the Buyer under the Building Contract, and pursuant to Clause 46(b) of the Bareboat Charter, the Owners desire to assign to the Charterers, and the Charterers desire to assume, all of the Owners' rights to liquidated damages in their capacity as the Buyer under the Building Contract;

WHEREAS, the Builder is willing to acknowledge and consent to such assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. The Owners do hereby irrevocably sell, assign, convey and transfer to the Charterers, and the Charterers do hereby assume, all of the Owners' right, title and interest in any and all claims the Owners may have against the Builder for the payment of liquidated damages pursuant to Clauses [●], [●] and [●] of the Building Contract (the "Assigned Claims"). For the avoidance of doubt, the Assigned Claims shall not include the following claims for liquidated damages, which were resolved by the Builder and the Owner at or prior to delivery of the Vessel and resulted in a reduction in the Fifth Installment of the Contract Price in accordance with Clause V.2(e)(iii) of the Building Contract:

[Insert description of liquidated damages claims that resulted in reduction in the Fifth Installment]

2. Further Assurances. The Owners agree that at any time and from time to time, upon the written request of the Charterers, the Owners will promptly and duly execute and deliver any and all such further instruments and documents as the Charterers may deem necessary or desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

3. No Other Assignment. The Owners represent and warrant that they have not assigned their rights, title and interest in and to the Assigned Claims to anyone other than the Charterers. The Owners hereby covenant that they will not assign or pledge the whole or any part of the Assignment Claims to anyone other than the Charterers, and they will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of this Assignment, or of any of the rights created by this Assignment.

4. Amendments and Waivers.

(a) Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties to this Assignment, or in the case of a waiver, by the Party against whom the waiver is sought to be enforced.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5. Acknowledgement and Consent. The Builder does hereby acknowledge and consent to this Assignment, and to the assignment of the Assigned Claims by the Owners to the Charterers in accordance with the terms hereof.

6. Governing Law and Dispute Resolution. This Assignment shall be governed by the laws of England and Wales. All claims, counterclaims, demands, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with this Assignment ("Disputes") shall be brought and resolved solely in the High Court of England and Wales and any appellate courts thereto. Each of the Parties hereto hereby submits to the exclusive jurisdiction of the High Court of England and Wales and any appellate courts thereto.

7. Severability. Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Counterparts. This Assignment may be executed by the parties hereto on separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile transmission or e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

POLARIS EXPLORATION INC., as Owners

By: _____
Name: _____
Title: _____

VINSON EXPEDITIONS LLC, as Charterers

By: _____
Name: _____
Title: _____

BRODOGRAĐEVNA INDUSTRIJA SPLIT
dioničko društvo, as Builder

By: _____
Name: _____
Title: _____

ANNEX G
FORM OF STANDARD VESSEL MORTGAGE

FIRST PREFERRED MARSHALL ISLANDS SHIP MORTGAGE

by

[•], as Mortgagor

in favour of

[•], as Mortgagee

Dated [•], 20[•]

relating to

m.v. [VESSEL NAME]

147439.06501/106714034

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THIS FIRST PREFERRED MORTGAGE is dated as of [•] 20[•] and made by:

[•], a Marshall Islands corporation, as owner (the "**Owner**");

TO AND IN FAVOUR OF:

[•], a [•], as mortgagee (the "**Mortgagee**", which expression includes its successors in title, permitted assigns and permitted transferees).

BACKGROUND:

- (A) The Owner is the registered, legal and beneficial owner of the Vessel described in Clause 1.1 (*Definitions*).
- (B) By a Loan Facility Agreement dated [•], 20[•] (together with all amendments and supplements to it, the "**Loan Facility**", a copy of which (without any exhibits, annexes or schedules) is annexed to this Mortgage and forms a part of this Mortgage as the Exhibit) and made between, among others, the Owner, as borrower, and the Mortgagee, as lender, the Mortgagee agreed to make available to the Owner a secured term loan facility based on a total commitment of [•] for the purpose and upon the terms and conditions set out in the Loan Facility. The Owner and the Mortgagee agree that the total amount secured by this Mortgage is [•] (being approximately 120% of the Loan) and interest and performance of mortgage covenants.
- (C) The Vessel referred to in Clause 1.1 is employed under a bareboat charter (the "**Charter**"), dated [•], 20[•] made between the Owner, as owner, and [•], a [•], as charterer (the "**Charterers**").
- (D) As security for its obligations under the Loan Facility and the Security Instruments, the Owner has agreed to execute and deliver this Mortgage upon the terms and conditions set out in this Mortgage pursuant to Chapter 3 of the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Mortgage, unless the context requires otherwise, terms defined in the Loan Facility have the same meaning and construction when used in this Mortgage. In addition:

"**Approved Brokers**" means such firm of insurance brokers appointed by the Owner, as may from time to time be approved in writing by the Mortgagee acting on instructions of the

Mortgagee.

"Earnings" means:

- (a) all moneys from time to time due or payable to the Owner during the Security Period arising out of the use or operation of the Vessel, including:
 - (i) all freight, hire and passage moneys;
 - (ii) income arising under pooling arrangements; and
 - (iii) compensation payable to the Owner in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention moneys;
- (b) any compensation or other damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Vessel;
- (c) any sums recoverable under any Insurance (including any sums recoverable under any loss of earnings insurance); and
- (d) all interest (if any) accrued on any account of the Owner with the Mortgagee.

"Expenses" means, at any relevant time, the aggregate of:

- (a) all losses, liabilities, costs, expenses and damages (including Taxes, repair costs, registration fees and insurance premiums) (collectively, the "Costs") incurred or paid by the Finance Parties (or any of them) or any Receiver in connection with the exercise of the powers granted by the Loan Facility and Security Instruments or otherwise payable by the Owner; and
- (b) interest on the Costs from the date on which they were incurred or paid by the Finance Parties (or any of them) or any Receiver until the date of receipt or recovery (whether before or after judgment), at a rate per annum calculated in accordance with clause [•] (*Default interest*) of the Loan Facility (as conclusively certified by the Mortgagee), to the extent that they have not been received or recovered by the Finance Parties (or any of them).

"Finance Documents" mean Loan Facility, Security Instruments as defined by the Loan Facility and this Mortgage.

"Insurances" means all policies and contracts of insurance (including all entries of the

Vessel in a protection and indemnity or war risks association) which are from time to time during the Security Period taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner, or in the joint names of the Owner, any Charterer and the Mortgagee or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"Lien" means any mortgage, pledge, lien, charge, encumbrance, lease, right, security interest or claim.

"Loss Payable Clauses" means the provisions regulating the manner of payment of sums receivable under the Insurances which are to be incorporated in the relevant insurance documents, such Loss Payable Clauses to be in the form of Appendix [•] hereto.¹

"Owner" includes the successors of the Owner.

"Permitted Liens" means at any time with respect to the Vessel:

- (a) Liens for crews' wages (including the wages of the master of the Vessel) that are incurred and are outstanding in the ordinary course of business and (i) are not yet due and payable or (ii) are being contested in good faith by appropriate proceedings and the Owners or the Charterers have made arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;
- (b) Liens for salvage (including contract salvage) or general average, and Liens for wages of stevedores employed by the Owners, the Charterers or the master of the Vessel, which in each case have existed for not more than thirty (30) days unless such Lien is (A) being contested in good faith by appropriate proceedings, (B) is subordinate to the lien of the Mortgagee and (C) the Owners or the Charterers have made arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;
- (c) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in operating, maintaining and repairing the Vessel (other than those referred to in (i) and (ii) above), which in each case have existed for not more than sixty (60) days unless the amount secured by such Lien is not yet due and payable or such Lien is being contested in good faith by appropriate proceedings, provided that such lien is subordinate to the lien of the Mortgagee and the Owners or the Charterers have made

¹ The form of the Loss Payable Clauses should be consistent with Clause 50 of the Charter.

arrangements to ensure that such Lien does not subject the Vessel to sale, forfeiture or loss;

- (d) Liens for damages arising from maritime torts which are unclaimed or are covered by insurance and any deductible applicable thereto, or in respect of which a bond or other security has been posted on behalf of the Owners or the Charterers with the appropriate court or other tribunal to prevent the arrest or secure the release of the Vessel from arrest;
- (e) Liens that are covered by insurance (subject to reasonable deductibles);
- (f) Liens for charters (including the Charter) or subcharters or leases or subleases permitted under the Charter; and
- (g) the Lien of this Mortgage.

"Receiver" means any receiver and/or manager appointed pursuant to Clause 8 (*Appointment and powers of Receivers*).

"Requisition Compensation" means all moneys or other compensation payable by reason of requisition for title or other compulsory acquisition of the Vessel other than by requisition for hire.

"Security Period" means the period from the date of this Mortgage to the date on which all Secured Liabilities are irrevocably paid in full.

"Secured Liabilities" means the Loan and interest thereon and all other present and future obligations and liabilities (actual or contingent) of the Owner to the Mortgagee under or in connection with the Loan Facility, this Mortgage and any other Finance Document up to the maximum amount of [•].

"Vessel" means the vessel named [•] registered in the name of the Owner under the laws of the Republic of the Marshall Islands with Official Number [•] and IMO Number [•] and of the following dimensions and tonnages:

Registered Length: _____ m

Breadth: _____ m

Depth: _____ m

Tons Gross: _____ tons

Tons Net: _____ tons

1.2 Insurance definitions

In Clause 5 (Insurance undertakings):

"**excess risks**" means the proportion (if any) of claims for general average, salvage and salvage charges and under the ordinary collision clause not recoverable in consequence of the value at which a vessel is assessed for the purpose of such claims exceeding her insured value.

"**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA approved by the Mortgagee, including the proportion (if any) not recoverable in case of collision under the ordinary collision clause.

"**war risks**" includes the risk of mines and all risks excluded from the standard form of English marine policy by the War Exclusion Clause.

1.3 Construction

Any provisions as to construction in the Loan Facility apply to this Mortgage as though set out in full, except that references to the Loan Facility are to be construed as references to this Mortgage.

1.4 Conflict with Loan Facility

This Mortgage shall be read together with the Loan Facility and in case of any conflict between the two instruments, the provisions of the Loan Facility shall prevail, except with respect to Insurances, for which the terms of this Mortgage shall prevail.

2. MORTGAGE

In consideration of the obligations of the Mortgagee under the Loan Facility and by way of security for the due and punctual payment of the Secured Liabilities, the Owner mortgages and charges to and in favor of the Mortgagee, all its rights, title and interest in the Vessel.

It is not intended that this Mortgage shall cover, and this Mortgage shall not cover, property other than the Vessel.

This Mortgage shall be a first preferred mortgage under the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended.

3. UNDERTAKINGS TO PAY AND PERFORM

The undertakings in this Clause 3 remain in force from the date of this Mortgage for so

long as any Secured Liability is outstanding.

3.1 Payment of Secured Liabilities

The Owner shall pay each of the Secured Liabilities when due in accordance with this Mortgage and the other Finance Documents.

3.2 Performance of covenants

The Owner shall perform and observe the covenants and provisions of the Loan Facility and the other Finance Documents to which it is a party.

4. REPRESENTATIONS

The Owner makes the representations and warranties set out in this Clause 4 to the Mortgagee.

4.1 Ownership

The Owner is the sole, legal and beneficial owner of the Vessel.

4.2 No Security

All the rights, title, interest and benefits of the Owner in and to the Vessel are free from any security interests, except for security interests protected by Security Instruments or Permitted Liens.

4.3 Repetition

Each of the representations and warranties set out in Clauses 4.1 (*Ownership*) and 4.2 (*No Security*) are deemed to be made by the Owner by reference to the facts and circumstances then existing at all times during the continuation of this Mortgage.

5. INSURANCE UNDERTAKINGS

The undertakings in this Clause 5 remain in force from the date of this Mortgage for so long as any Secured Liability is outstanding.

5.1 Scope of Insurance

Subject to Clause 5.12 (*Modification to Insurance*), the Vessel shall be insured and kept insured, free of cost and expense to the Mortgagee, in the name of the Owner and the Charterers or, if so required by the Mortgagee, in the joint names of the Owner, the Charterers and the Mortgagee (but without liability on the part of the Mortgagee for premiums or calls unless the Mortgagee is named as a full assured on a P&I club entry)

against:

- (a) fire and usual marine risks (including excess risks) and war risks, on an agreed value basis, in an amount not less than whichever shall be the greater of:

- (i) the market value of the Vessel for the time being; and

- (ii) 110% of the Loan then outstanding,

and upon such terms (similar to insurances maintained by prudent owners of similar vessels in similar trades) as shall from time to time be approved in writing by the Mortgagee.

- (b) protection and indemnity risks (including pollution risks for the highest amount in respect of which cover is provided under an International Group club entry or as may be carried by prudent owners of similar vessels in similar trades if the cover is not arranged through a P&I club that is a member of the International Group) for the full value and tonnage of the Vessel (as approved in writing by the Mortgagee), and upon such terms (similar to insurances maintained by prudent owners of similar vessels in similar trades) as shall from time to time be approved in writing by the Mortgagee; and

- (c) such other matters of any nature arising in respect of which insurance would be maintained by a prudent owner of the Vessel, and to pay the Mortgagee the cost (as conclusively certified by the Mortgagee) of (A) a Mortgagee's interest insurance on the Vessel in an amount not less than 110% of the Loan then outstanding (or such lesser amount as may be approved in writing by the Mortgagee) and (B) a Mortgagee's interest insurance - additional perils (pollution) on the Vessel in an amount not less than 110% of the Loan then outstanding (or such lesser amount as may be approved by the Mortgagee), and in each case, upon such terms as shall from time to time be approved in writing by the Mortgagee.

5.2 Insurance brokers

- (a) The insurances of the Vessel shall be effected in EUR and through the Approved Brokers and with such insurance companies and/or underwriters as shall from time to time be approved in writing by the Mortgagee.
- (b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Mortgagee (the Mortgagee's approval being hereby given with respect to any P&I club that is a member of the International Group).

5.3 Fleet cover

If any of the Insurances referred to in Clause 5.1 (*Scope of Insurance*) above form part of a fleet cover, the Owner shall procure that the Approved Brokers shall undertake:

- (a) to the Mortgagee that they shall neither set-off against any claims in respect of the Vessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other Insurances, nor cancel the Insurances for reason of non-payment of premiums for other vessels under such fleet cover or of premiums for such other Insurances; and
- (b) to issue a separate policy in respect of the Vessel if and when so requested by the Mortgagee.

5.4 Payment of premiums

The Owner shall procure for punctual payment of all premiums, calls, contributions or other sums payable in respect of the Insurances and to produce all relevant receipts or other evidence of payment.

5.5 Insurance documentation

The Owner shall:

- (a) deposit with the Approved Brokers (or procure the deposit of) all slips, cover notes, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 5.1 (*Scope of Insurance*) as are effected through the Approved Brokers and procure that:
 - (i) the interest of the Mortgagee shall be endorsed on the relevant instruments of insurance by incorporation of the relevant Loss Payable Clause and, where the Insurances have been assigned to the Mortgagee, by means of a notice of assignment (signed by the Owner); and
 - (ii) the Mortgagee shall be furnished with the originals or certified true copies of the relevant instruments of insurance and a letter or letters of undertaking from the Approved Brokers in such form as shall from time to time be reasonably required by the Mortgagee.

5.6 Protection and indemnity and war risks insurance

The Owner shall:

- (a) procure that any protection and indemnity and/or war risks associations in which the

Vessel is for the time being entered shall:

- (i) endorse the relevant Loss Payable Clause on the relevant certificate of entry or policy; and
 - (ii) furnish the Mortgagee with the original or a certified true copy of such certificate of entry or policy and a letter or letters of undertaking in such form as shall from time to time be reasonably required by the Mortgagee; and
- (b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

5.7 Expiry of insurance

At least 10 days before the relevant policies, contracts or entries expire, the Owner shall:

- (a) notify the Mortgagee of:
 - (i) the names of the brokers and/or the protection and indemnity and war risks associations proposed to be employed by the Owner for the purposes of the renewal of such Insurances; and
 - (ii) the amounts in which such Insurances are proposed to be renewed and the risks to be covered.
- (b) subject to compliance with any requirements of the Mortgagee pursuant to this Clause 5, procure that appropriate instructions for the renewal of such Insurances on the terms so specified are given to the Approved Brokers and/or the approved protection and indemnity and war risks associations at least 5 days before the relevant policies, contracts or entries expire; and
- (c) procure that the Approved Brokers and/or the approved protection and indemnity and war risks associations will at least 3 days before such expiry (or within such shorter period as the Mortgagee shall from time to time approve in writing) confirm in writing to the Mortgagee as and when such renewals have been effected in accordance with the instructions so given.

5.8 Insurance report

- (a) If so requested by the Mortgagee, but at the expense of the Owner, the Owner shall furnish the Mortgagee with a detailed report signed by an independent firm of marine insurance brokers appointed by the Mortgagee dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances.

(b) The Owner shall:

- (i) reimburse the Mortgagee, within 7 days of demand, any Expenses incurred by the Mortgagee in obtaining reports from an independent firm of marine insurance brokers appointed by the Mortgagee as to the adequacy of the Insurances effected or proposed to be effected pursuant to this Clause 5; and
- (ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

5.9 Insurance proceeds

The Owner shall:

- (a) apply all amounts receivable under the Insurances which are paid to the Owner in accordance with the Loss Payable Clauses in repairing all damage and/or in discharging the liability in respect of which such amounts have been received; and
- (b) do all things necessary and provide all documents, evidence and information to enable the Mortgagee to collect or recover any moneys which shall at any time become due in respect of the Insurances.

5.10 Negative undertakings

The Owner shall not:

- (a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part; and
- (b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) 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.

5.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, the Owner shall:

- (a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility, a certified copy of which shall be lodged with the Mortgagee prior to engaging in any such voyage; and

- (b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time).

5.12 Modification to Insurance

- (a) The Mortgagee shall be entitled to review the requirements of Clause 5.1 (*Scope of Insurance*), 5.2 (*Insurance brokers*), 5.3 (*Fleet cover*), 5.4 (*Payment of premiums*), 5.5 (*Insurance documentation*), 5.6 (*Protection and indemnity and war risks insurance*), 5.7 (*Expiry of insurance*), 5.8 (*Insurance report*), 5.9 (*Insurance proceeds*), 5.10 (*Negative undertakings*) and 5.11 (*Vessel entering U.S. waters*) from time to time in order to take account of significant changes in circumstances after the date of this Mortgage (including changes in the availability or the cost of insurance coverage).
- (b) Any proposed modification to the requirements of the clauses referred to in paragraph (a) above which the Mortgagee deems appropriate (acting reasonably), or which the Owners have suggested and the Mortgagee has approved (such approval not to be unreasonably withheld), and which conforms to prevailing standard industry practice in the circumstances referred to in paragraph (a) above shall take effect on and from the date it is notified in writing by the Mortgagee to the Owner as an amendment to such clauses and shall bind the Owner accordingly.

6. GENERAL UNDERTAKINGS

The undertakings in this Clause 6 remain in force from the date of this Mortgage for so long as any Secured Liability is outstanding.

6.1 Vessel's name and registration

- (a) The Owner shall not change the name of the Vessel without the prior written approval of the Mortgagee.
- (b) The Owner shall keep the Vessel registered as a Marshall Islands-flag vessel, and shall not do or permit to be done anything, or omit to do anything which could or might result in:
 - (i) such registration being forfeited or imperiled; or
 - (ii) the Vessel being required to be registered under any other flag.
- (c) The Owner shall not register the Vessel or permit her registration under any other flag without the prior written consent of the Mortgagee.

6.2 Repair

The Owner shall:

- (a) keep the Vessel in a good and efficient state of repair; and
- (b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

6.3 Modification; Removal of parts; equipment owned by third parties

Except with the prior written consent of the Mortgagee, the Owner shall not:

- (a) make any modification to the Vessel in consequence of which her structure, type or performance characteristics could or might be materially adversely altered or her value materially reduced;
- (b) remove any material part of the Vessel or any equipment the value of which is such that its removal from the Vessel would materially reduce the value of the Vessel without replacing the same with equivalent parts or equipment which are owned by the Owner free from any Lien other than Permitted Liens; or
- ~~(c) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.~~

6.4 Maintenance of class; compliance with Authorizations

The Owner shall comply with and ensure that the Vessel complies in all material respects with the provisions of all Authorizations² from time to time applicable to vessels registered under the laws and flag of the Republic of the Marshall Islands or otherwise applicable to the Vessel.

6.5 Surveys

The Owner agrees that:

- (a) the Vessel shall be submitted to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

² It is assumed that the term "Authorizations" means "laws, rules and regulations".

- (b) copies of all related survey reports which have been issued shall be supplied to the Mortgagee.

6.6 Inspection

The Owner shall:

- (a) permit the Mortgagee (at the expense of the Owner) by surveyors or other persons appointed by it for such purpose to board the Vessel at all reasonable times for the purpose of inspecting her upon reasonable advance notice in writing, provided that such inspection does not unreasonably interfere with the Owner's or Charterer's normal operations (unless an Event of Default has occurred and is continuing, in which case such inspections may be conducted at any time and on any number of occasions);
- (b) provide all proper facilities for such inspections; and
- (c) give the Mortgagee reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or otherwise).

6.7 Prevention of and release from arrest

- (a) The Owner shall promptly procure for discharge of all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of the Vessel, her Earnings or the Insurances other than Permitted Liens.
- (b) In the event of:
 - (i) a writ or libel being filed against the whole or any part of the Vessel, her Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or
 - (ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above, the Owner shall procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, her Earnings and the Insurances from such arrest, attachment, levy or detention immediately upon receiving notice, by providing bail or procuring the provision of Security or otherwise as the circumstances may require.

6.8 Employment

- (a) The Owner shall not employ the Vessel or permit her employment:
 - (i) in any manner, trade or business which is forbidden by Marshall Islands law

or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

- (ii) in carrying illicit or prohibited goods; or
 - (iii) in any manner which may render her liable to condemnation in a prize court, or, or to destruction, seizure, confiscation, penalty or sanctions.
- (b) In the event of hostilities in any part of the world (whether war is declared or not), the Owner shall not employ the Vessel or permit her employment:
- (i) in carrying any contraband goods; or
 - (ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers, unless the Owner shall first have given written notice to the Mortgagee and the Owner has, at its own expense, effected such special insurance cover as the Mortgagee may require.

6.9 Notification of certain events

The Owner shall notify the Mortgagee immediately by e-mail and/or facsimile and subsequently confirmed by letter of:

- (a) any damage to the Vessel requiring repairs the cost of which will or might exceed \$2,000,000 (or the equivalent in any other currency);
- (b) any occurrence in consequence of which the Vessel has become or may become a total loss;
- (c) any requisition of the Vessel for hire;
- (d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;
- (e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, her Earnings or the Insurances;
- (f) any petition or notice of meeting to consider any resolution to wind-up the Owner (or any analogous event under the laws of the place of its incorporation);
- (g) the occurrence of any Default and Event of Default; and
- (h) the occurrence of any collision or damage involving the Vessel in consequence of

which the Owner has notified any insurer or classification society of such occurrence.

6.10 Payment of outgoings and evidence of payments

The Owner shall promptly procure:

- (a) for payment of all tolls, dues and other outgoings in respect of the Vessel, her Earnings and the Insurances when due and payable;
- (b) for keeping proper books of account in respect of the Vessel and her Earnings and, as and when the Mortgagee may require, make such books available for inspection on behalf of the Mortgagee; and
- (c) for furnishing satisfactory evidence that:
 - (i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;
 - (ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and
 - (iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading on the voyage then in progress.

6.11 Security

The Owner shall not create or permit to subsist any Security³ over the Vessel other than Permitted Liens.

6.12 Chartering

Except for the Charter and except with the prior written consent of the Mortgagee, the Owner shall not let the Vessel:

- (a) on demise charter for any period (other than to a reputable charterer for a duration of twelve (12) months or less, and in each case subject to new applicable Security Instruments in favor of the Mortgagee in such form as the Mortgagee may reasonably require);
- (b) by any time or consecutive voyage charter for a term which exceeds or which by

³ It is assumed that the term "Security" has essentially the same definition as "Lien".

virtue of any optional extensions contained in it might exceed 12 months' duration;

- (c) on terms whereby more than 2 months' hire (or the equivalent) is payable in advance; or
- (d) below the market rate prevailing at the time when the Vessel is fixed or on any terms other than arms' length terms.

6.13 Sharing of Earnings

Except with the prior written consent of the Mortgagee (and then only subject to such terms as the Mortgagee may impose), the Owner shall not enter into any agreement or arrangement whereby the Earnings may be shared with any person other than the Mortgagee.

6.14 [Reserved]

6.15 Registration of Mortgage

Immediately upon the execution of this Mortgage by or on behalf of the Owner, the Owner shall:

- (a) cause this Mortgage to be recorded as a first and preferred mortgage with the Marshall Islands Office of Maritime Administrator as prescribed by Chapter 3 of the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended;
- (b) comply with and satisfy all the requirements and formalities established by the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended, and any other pertinent legislation or regulations of the Republic of the Marshall Islands to perfect this Mortgage as a valid and enforceable first and preferred lien upon the Vessel; and
- (c) deliver to the Mortgagee immediately upon request all appropriate documents evidencing that the Owner has complied with this Clause 6.15 and that this Mortgage is and remains a first and preferred lien upon the Vessel.

6.16 Notice of Mortgage

The Owner shall procure:

- (a) for the placement, and at all times and places use due diligence to retain, a properly certified copy of this Mortgage on board the Vessel with her papers and cause such certified copy of this Mortgage to be exhibited to:
 - (i) any person having business with the Vessel which might give rise to any lien on

the Vessel other than a lien for crew's wages and salvage; and

- (ii) any representative of the Mortgagee; and
- (b) the place and keeping prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

“NOTICE OF MORTGAGE

This Vessel is mortgaged by the Owner of this Vessel to [Name of Mortgagee], under a First Preferred Marshall Islands Ship Mortgage pursuant to Chapter 3 of the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended. Therefore, neither the Owner nor any charterer nor the Master of this Vessel has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage.”

6.17 Conveyance on Default

Where the Vessel is (or is to be) sold in exercise of any power contained in this Mortgage, the Owner shall, immediately upon request by the Mortgagee, execute such form of conveyance of the Vessel as the Mortgagee may require.

6.18 Compliance with oil pollution and environmental laws

The Owner shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Owner and/or the Vessel, including the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

6.19 Submission of P&I declarations

Except as otherwise provided in the Loan Facility, the Owner shall ensure the timely completion and submission to the protection and indemnity association with which the Vessel is entered of:

- (a) a declaration by the Owner and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association, that they will comply with all special

terms and conditions of the association (including payment of additional premiums for individual voyages) applying to any cargo voyage involving loading or discharging cargo anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

- (b) such quarterly or other declarations whenever due listing all voyages of the Vessel, all such declarations to be in form acceptable to, and contain all relevant information required by, the association.

6.20 Maintenance and delivery of evidence of oil pollution insurance cover

- (a) Except as otherwise provided in the Loan Facility, the Owner shall procure for complying with all other requirements of the protection and indemnity association with which the Vessel is entered, to ensure that the Vessel is covered for United States oil pollution risks and that it is entered with the International Tanker Owners Pollution Federation.
- (b) As evidence of such compliance, the Owner shall, at its own expense, deliver to the Mortgagee on demand:
 - (i) certified true copies of all declarations to the association;
 - (ii) all certificates issued by the U.S. Coast Guard;
 - (iii) all association confirmations of cover for U.S. oil pollution risks; and
 - (iv) such other information and documents as the Mortgagee may from time to time reasonably request.

6.21 Further assurance

The Owner shall, if and when required by the Mortgagee, promptly do whatever the Mortgagee shall require to:

- (a) secure the Secured Liabilities;
- (b) perfect, protect or improve any security created or intended to be created by this Mortgage and its priority; or
- (c) facilitate the exercise or proposed exercise by the Mortgagee of any of its rights under this Mortgage.

7. POWERS OF THE MORTGAGEE

7.1 Protective action

The Mortgagee shall, without prejudice to its other rights, powers and remedies under this Mortgage, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Mortgage and all related expenses shall be payable by the Owner on demand.

7.2 Powers to remedy Defaults

Without prejudice to the provisions of Clause 7.1 (*Protective action*) or the generality of the powers and remedies vested in the Mortgagee under this Mortgage:

- (a) if the Owner fails to comply with any of the provisions of Clause 5 (*Insurance undertakings*), the Mortgagee shall be entitled (but not bound) to effect and subsequently to maintain all such insurances upon the Vessel as it may think fit in order to procure the compliance with such provisions or alternatively, to require the Vessel (at the Owner's risk) to remain in, or to proceed to and remain in a port designated by the Mortgagee until such provisions are fully complied with;
- (b) if the Owner fails to comply with any of the provisions of Clauses 6.2 (*Repair*), 6.4 (*Maintenance of class; compliance with Authorizations*) or 6.5 (*Surveys*), the Mortgagee shall be entitled (but not bound) to arrange for the carrying out of such repairs, changes or surveys as it may think fit in order to procure the compliance with such provisions;
- (c) if the Owner fails to comply with any of the provisions of Clause 6.7 (*Prevention of and release from arrest*) or 6.10 (*Payment of outgoings and evidence of payments*), the Mortgagee shall be entitled (but not bound) to pay and discharge all such debts, damages, liabilities and outgoings and/or to take any such measures as it may think fit for the purpose of securing the release of the Vessel in order to procure the compliance with such provisions;
- (d) if the Owner or its managers fail to pay funds required to meet the day-to-day operating expenses of the Vessel, the Mortgagee shall be entitled (but not bound) to pay such expenses, and if such managers shall be unable substantially to perform their duties, the Mortgagee shall be entitled (but not bound) to appoint new managers on behalf of the Owner as it may think fit, and the Expenses attributable to the exercise by the Mortgagee of any such powers shall be repayable on demand as provided in Clause 7.1 (*Protective action*).

7.3 Powers following an Event of Default

Without prejudice to the provisions of Clause 7.1 (*Protective action*) or the generality of the powers and remedies vested in the Mortgagee under this Mortgage, at any time after the occurrence of an Event of Default which is continuing, the Mortgagee shall become immediately entitled (but not bound), subject to the right of quiet enjoyment of the Charterer provided in Clause 19 hereof:

- (a) to exercise all the rights and remedies in foreclosure and otherwise given to mortgagees by the provisions of Chapter 3 of the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended, and all applicable laws of any other jurisdiction;
- (b) to take possession of the Vessel, and the Mortgagee shall not be under any duty to render accounts to the Owner during the time when the Vessel is in the possession of the Mortgagee, and the Owner waives its rights to require rendering of accounts;
- (c) to require that all policies, contracts, certificates of entry and other instruments relating to the Insurances (including details of, and correspondence concerning, outstanding claims) be delivered immediately to such adjusters and/or brokers and/or other insurers as the Mortgagee may nominate;
- (d) to collect, recover, compromise and give a good discharge for, all claims then outstanding or arising subsequently under the whole or any part of the Insurances or in respect of the whole or any part of the Vessel, her Earnings or Requisition Compensation, and to take over or institute (if necessary using the name of the Owner) all such proceedings as the Mortgagee may think fit and, in the case of the Insurances, to permit any brokers through whom collection or recovery is effected to charge the usual brokerage;
- (e) to discharge, compound, release or compromise claims in respect of the whole or any part of the Vessel, her Earnings, the Insurances or Requisition Compensation which have given or may give rise to any charge or lien or other claim on the Vessel, her Earnings, the Insurances or Requisition Compensation, or which are or may be enforceable by proceedings against the whole or any part of the Vessel, her Earnings, the Insurances or Requisition Compensation;
- (f) to sell the Vessel or any share or interest in the Vessel, with or without prior notice to the Owner, and free from any claim by the Owner (whether in admiralty, in equity, at law or by statute) by public auction or private contract, at such place and upon such terms as the Mortgagee may think fit, with power to postpone any such sale, and without being answerable for any loss occasioned by such sale or resulting from any postponement and with power, where any Finance Party purchases the Vessel, to make payment of the whole or any part of the sale price by making an equivalent reduction in the amount of the Secured Liabilities in the manner referred to in Clause 13

(Application of proceeds);

- (g) to manage, insure, maintain and repair the Vessel;
- (h) to employ, sail or lay up the Vessel in such manner and for such period as the Mortgagee may think fit, accounting only for net profits arising from any such employment;
- (i) to recover from the Owner on demand all Expenses incurred or paid by the Mortgagee in connection with the exercise of the powers (or any of them) referred to in this Clause 7.3; and
- (j) to apply to any authority in any country where the Vessel may be located for an attachment or enforcement order.

7.4 Further powers

The Mortgagee shall be entitled to do all things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as mortgagee of the Vessel (whether at law, under this Mortgage or otherwise). In particular (but without prejudice to the generality of the powers and remedies vested in the Mortgagee under this Mortgage), upon becoming entitled to exercise any of its powers under Clause 7.1 (*Protective action*), the Mortgagee shall be entitled (but not bound):

- (a) to discharge any cargo on board the Vessel (whether the same shall belong to the Owner or any other person); and
- (b) to enter into such other arrangements in respect of the Vessel, the Insurances, management, maintenance, repair, classification and employment in all respects as if the Mortgagee were the owner of the Vessel, but in each case, without being responsible for any loss incurred as a result of the Mortgagee doing or omitting to do any such things.

7.5 Delegation

The Mortgagee may delegate in any manner to any person any rights exercisable by the Mortgagee under this Mortgage. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Mortgagee thinks fit.

7.6 Mortgagee's rights prevail

The Owner acknowledges and agrees that notwithstanding anything contained in this Mortgage, the rights and interests of the Mortgagee in the whole or any part of the Vessel by virtue of this Mortgage shall at all times take precedence over the rights and interests of

the Owner in the whole or any part of the Vessel.

8. APPOINTMENT AND POWERS OF RECEIVERS

8.1 Appointment

- (a) At any time after the occurrence of an Event of Default which is continuing, the Mortgagee shall be entitled (but not bound) to appoint one or more persons to be a Receiver of the whole or any part of the Vessel.
- (b) If the Mortgagee appoints more than one person as Receiver, the Mortgagee may give those persons power to act either jointly or severally.
- (c) The Mortgagee may remove any Receiver appointed under this Clause 8 and appoint another in his place.

8.2 Receiver as agent

- (a) A Receiver shall be the agent of the Owner.
- (b) The Owner shall be solely responsible for the Receiver's acts and defaults.

8.3 Powers of Receiver

- (a) A Receiver shall have all the powers conferred from time to time on receivers by law and in addition, power on behalf and at the cost of the Owner (notwithstanding any liquidation of the Owner) to do or omit to do anything which the Owner could do or omit to do in relation to the whole or any part of the Vessel.
- (b) The Receiver shall, in the exercise of the Receiver's powers, conform to the directions from time to time given by the Mortgagee.

8.4 Remuneration

- (a) The Mortgagee may determine the remuneration of any Receiver.
- (b) The Owner shall be solely liable for the Receiver's remuneration.
- (c) A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved, upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

8.5 Mortgagee in possession

Neither the Mortgagee nor any Receiver shall be liable as mortgagee in possession in respect

of the Vessel to account or be liable for any loss upon realization or for any neglect or default of any nature in connection with such realization.

9. POWER OF ATTORNEY

9.1 Appointment

By way of security, the Owner irrevocably appoints the Mortgagee to be its attorney (with full power of substitution) generally for and in its name and on its behalf or otherwise, at such time and in such manner as the Mortgagee thinks fit to do anything which:

- (a) the Owner is or may become obliged to do under this Mortgage; and/or
- (b) otherwise may be required or deemed proper for or in connection with the full exercise of all or any of the rights conferred on the Mortgagee or any Receiver by this Mortgage or any applicable law and its rights to give full force and effect to the term and conditions contained in this Mortgage.

9.2 Ratification

The Owner ratifies and confirms and agrees to ratify and confirm anything which any attorney appointed under Clause 9.1 (*Appointment*) may lawfully do.

10. PROTECTION OF THIRD PARTIES

No person dealing with the Mortgagee or any Receiver shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to this Mortgage are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money borrowed or raised.

11. TRANSFER OF RIGHTS

The Mortgagee may assign or transfer all or any part of its rights under this Mortgage to any assignee or transferee, without the consent of the Owner.

12. SAVING PROVISIONS

12.1 Continuing security

The security created by this Mortgage is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

12.2 Reinstatement

If for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event):

- (a) any payment to a Finance Party (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided, reduced or required to be restored; or
- (b) any discharge, compromise or arrangement (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) given or made wholly or partly on the basis of any payment, Security or other matter is avoided, reduced or required to be restored, then:
 - (i) ~~the liability of the Owner shall continue (or be deemed to continue) as if the payment, discharge, compromise or arrangement had not occurred; and~~
 - (ii) the Mortgagee shall be entitled to recover the value or amount of that payment or Security from the Owner, as if the payment, discharge, compromise or arrangement had not occurred.

12.3 Immediate recourse

The Owner waives any right it may have of first requiring any Finance 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 before claiming from the Owner under this Mortgage. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

12.4 Appropriations

Until all Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to the Secured Liabilities have terminated, each Finance 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 Finance Party (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Owner shall not be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any moneys received from the Owner or on account of the Owner's liability under this Mortgage.

12.5 Additional Security

The security created by this Mortgage is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Finance Party.

13. DISCHARGE OF SECURITY

Upon payment and discharge in full to the satisfaction of the Mortgagee of the Secured Liabilities, the Mortgagee shall, at the request and cost of the Owner, discharge this Mortgage and reassign all rights, title and interests of the Owner in the Vessel to the Owner or as it may direct. The Mortgagee shall execute such documents and take such actions as necessary for discharging this Mortgage with the Marshall Islands Office of Maritime Administrator, and take such other actions as are necessary under applicable law to effect the discharge this Mortgage with any other relevant government agencies involved.

14. APPLICATION OF PROCEEDS

All moneys received by the Mortgagee pursuant to this Mortgage after the occurrence of an Event of Default which is continuing shall be held by the Mortgagee in trust, in the first place, to pay or retain all costs and expenses of whatever nature incurred by the Mortgagee in connection with the enforcement of the rights, title, interest and benefits mortgaged by this Mortgage.

15. TOTAL AMOUNT AND MATURITY

15.1 Total amount

For the purpose of recording this first preferred ship mortgage as required by Chapter 3 of the Maritime Act, 1990, of the Republic of the Marshall Islands, as amended, the total amount of the direct or contingent obligations that are or may become secured by this Mortgage is [•] ([•]) (being approximately 120% of the Loan), plus interest and costs and performance of mortgage covenants.

15.2 Maturity

The date of maturity of this Mortgage is [•] 20[•]. The discharge amount is the same as the

total amount.

16. PREFERRED STATUS

It is intended that nothing in this Mortgage shall waive the preferred status of this Mortgage. If any provision of this Mortgage shall be construed to waive the preferred status of this Mortgage, such provision shall, to such extent, be void and of no effect.

17. GOVERNING LAW

This Mortgage is governed by the laws of the Republic of the Marshall Islands.

18. ENFORCEMENT

- (a) The courts of Croatia in Zagreb have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute regarding the existence, validity or termination of this Mortgage) (a "**Dispute**").
- (b) This Clause 18 is for the benefit of the Mortgagee only. As a result, the Mortgagee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Mortgagee may take concurrent proceedings in any number of jurisdictions.

19. CHARTERER'S RIGHT OF QUIET-ENJOYMENT

Pursuant to that certain Quiet Enjoyment Agreement, dated as of [•], 20[•], among the Mortgagee, the Owner and the Charterers, the Owners and the Mortgagee have agreed that, so long as the Charter remains in effect and no Event of Charterers Default (as defined in the Charter) shall have occurred and be continuing, neither the Charterer nor any permitted sub-charterer shall be disturbed or interfered with in its quiet and peaceful use, possession and enjoyment of the Vessel.

[Signature page follows.]

IN WITNESS whereof the Owner has executed this Mortgage on the date stated at the beginning of this Mortgage.

The Owner
and SIGNED by)
for and on behalf of)

Name:

Title:

ACKNOWLEDGEMENT

I, [name of official], being a Notary [or other qualified official] of the [name of nation or State] in [name of town or city], duly appointed and qualified, do hereby certify that on this [•] day of [•] 20[•], before me personally appeared [•], to me known, who being by me duly sworn, deposes and says that he/she is the [President\Vice President\Attorney-in-Fact, etc.] of [OWNER], the Marshall Islands corporation described in and which executed the foregoing First Preferred Marshall Islands Ship Mortgage; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this [•] day of [•], 20[•].

Notary

EXHIBIT

Loan Facility



The Leader in Polar Adventures

Project Management Office
M/V ULTRAMARINE
Hull No. 487
Brodosplit, Split, Croatia

January 1, 2021

Dear Sirs

Bareboat Charterparty between Polaris Exploration Inc ("Owners") and Vinson Expeditions LLC ("Charterers") dated 22 March 2018 (the "Charter"), for the vessel with the designation "Hull 487" (the "Vessel"), currently under construction by Brodogradevna Industrija Split (the "Yard") under a shipbuilding contract between the Yard and Owners dated 21 March 2018 (the "SBC")

We write (a) further to a letter received by Charterers from the Yard dated 30 December 2020, in which the Yard states that the intended delivery date for the Vessel is 1 February 2021, and (b) in respect of Charterers' option to purchase the Vessel, as set out in Annex E to the Charter (the "**Purchase Option**").

Subject to what is stated in the second sentence of this paragraph, Charterers hereby provide notice under Annex E to the Charter that they intend to exercise the Purchase Option at the time and place that the Vessel is delivered by the Yard, presently stated by the Yard to be 1 February 2021. This notice is of course entirely conditional upon the Vessel being validly delivered under and in accordance with the terms of the SBC, and is without prejudice to any and all of Charterers' rights whatsoever and howsoever arising under the Charter and the SBC (including but not limited to its rights in relation to delivery of the Vessel).

In the meantime, all of Charterers' rights under the Charter and SBC are fully reserved

Regards,

Elliott Tulloch

Charterer's Principal Representative

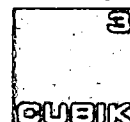
Scott McClure



Elliott Tulloch



Jochen Hagen



Contract Change Order N°: 33

Date: 16 October 2020

Shipbuilding Contract: For Construction of One Polar Expedition Cruise Vessel
between Brodograđevna Industrija Split, dioničko društvo,
and Polaris Exploration Inc.

Dated. March 22, 2018

Hull Number: 487

Ordered by:	Polaris Exploration Inc.		
Reference to quotation/agreement:	Appendices attached from Suppliers		
Description of change: Additional charges for all material and design changes included in the set of Cubik3 drawings received by the Builder up to January 31, 2020 as such have been subsequently amended via mockup reviews, workshop drawings and associated reviews, including, but not limited to, the set of Workshop Drawings detailed in Appendix 12, and related comments transmitted to the Builder up to the date of this CCO with such incorporated as agreed or noted, which, without limiting the foregoing, shall also include the detail in the attached Appendices.			
Change from Dyed to Natural Yarns for Danske Wilton Carpets			
Change for Additional Works to Repair Paint under Linings (Attached Graphic Appendix 1)			
Change from Photoluminescent LLL to LED Low Location Lighting in all Pax and Public Spaces			
Change from Loose to Fixed Furniture (List as Appendix 2)			
Changes to Materials and Specifications for Pax Furniture & Crew (List as Appendix 3)			
Changes to Design with DeRossi TKP. (List as Appendix 4)			
Changes to Materials & Specifications with HYSEA TKP2 (List as Appendix 5)			
Changes to Design with HYSEA TKP (List as Appendix 6)			
Changes to Materials & Specifications with DeRossi TKP (List as Appendix 7)			
Changes to Material and Specifications Generally BIS (List as Appendix 8)			
Changes to Materials & Specifications HYSEA TKP3 (List as Appendix 9)			
Technical Plus/Minus List (Appendix 10) in the amount of €38,047 credited to Brodosplit. This sum is deemed included in this Fixed Price of this CCO.			
Replacement of Balcony Doors and Windows to Increase Width of Doors, to be implemented by March 15, 2020 date, detailed dimensions to be provided to Vinson for final approval. Preliminary Drawing attached as Appendix 11.			
2 Additional Sea Trials Including Fuel and Port Expenses, Not Crew			
Application of up to 2-3 tonnes of Filler to improve aesthetic appearance in agreed areas			
Free of Charge layup for <i>Ultramarine</i> at Brodosplit including free Dockage, Wharfage, Crane Service, electrical power, water up to September 30,2021			
Crew housing on board Monet until April 30,2021			
Up to 20,000 man-hours of Labour while alongside at Brodosplit to make additional improvements at Vinson's direction. These hours do not include post-delivery works to meet contractual obligations, nor do they include warranty work for defects, nor do they include any work associated with the change items described above.			
Influence on Function: NO			
Influence on Performance: NO			
Influence on Dead Weight: 8 Metric Tons. Effect on VCG to be determined.			
Influence on Delivery: 59 Days, New Delivery Date is February 1, 2021			
Fixed Price:	EUR	2,000,000	

Payment Terms: The Fixed Price stated is, notwithstanding any other term, only payable on the accepted Delivery of the Vessel by the Charterer.

Notes: This is a Fixed Price Change Order. The Fixed Price and impact on Delivery Date detailed in this CCO are fixed and there can be no additional charges for the delay in delivery date anticipated by this CCO and all the work, appendices and otherwise associated with this CCO.

Contract Change Order N°: 33

Date: 16 October 2020

Shipbuilding Contract: For Construction of One Polar Expedition Cruise Vessel
between Brodograđevna Industrija Split, dioničko društvo,
and Polaris Exploration Inc.

Dated. March 22, 2018

Hull Number: 487

Authorised Buyer's (Charterer) Representative approval:		Authorised Builder's Representative approval:	
Date:		Date:	
Signature:		Signature:	
Name in Capital letters:		Name in Capital letters:	DALIBOR VUKIČEVIĆ

SETTLEMENT AGREEMENT

DATE: 28. March 2021

Between:

- (1) Brodogradevna Industrija Split, a corporation organised and existing under the laws of Croatia, having its registered office at Put Supavla 21, 21000 Split, Croatia (the "**Yard**");
- (2) Polaris Exploration Inc, a company incorporated under the laws of the Republic of the Marshall Islands, having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH9690 ("**Polaris**"); and
- (3) Vinson Expeditions LLC, a limited liability company formed under the laws of the Republic of the Marshall Islands, having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH9690 ("**Vinson**"),

each a "Party" and together, the "Parties".

WHEREAS

- (a) Under the terms of a shipbuilding contract dated 22 March 2018 and made between the Yard and Polaris, as amended and/or supplemented from time to time (the "**SBC**") the Yard agreed to build, and Polaris agreed to buy, one polar exploration cruise vessel with the hull number 487 (the "**Vessel**"). Pursuant to Clause IX(2)(a) of the SBC, (i) following completion of sea trials the Yard "shall give to [Polaris] a notice of completion ("**NOC**") ... indicating conformity of the Vessel with [the SBC]" and (ii) Polaris must accept or reject the Vessel within 4 running days of receipt of the NOC. NOCs have been given by the Yard but have been rejected by Polaris on the instruction of Vinson.
- (b) Under the terms of a delivery incentive agreement dated 22 March 2018 and made between the Yard, Vinson and Vinson's guarantor, TIM Midco Limited, as amended and/or supplemented from time to time (the "**DIA**"), the Yard and Vinson have certain claims against each other consequent upon alleged delays in delivery of the Vessel.
- (c) Under the terms of a bareboat charterparty dated 22 March 2018 and made between Polaris and Vinson, as amended and/or supplemented from time to time (the "**Charter**") (i) Polaris agreed to bareboat charter the Vessel (once completed and delivered under the SBC) to Vinson, (ii) Vinson has a right to purchase the Vessel from Polaris (such right having been exercised on 1 January 2021) and (iii) Vinson has the right to instruct Polaris (and Polaris must obey such instructions) regarding the exercise of Polaris's rights as buyer under the SBC, including the right to accept or reject the Vessel following the submission of an NOC by the Yard.
- (d) Both Vinson and the Yard consider that they have, as at the date of this Agreement, outstanding claims against each other as follows:

- i. Vinson considers it is entitled to payment in respect of (a) liquidated damages under the SBC, and (b) sums due under the DIA (together, "**Vinson's Current Claims**"), which Claims are denied by the Yard; and
- ii. The Yard considers it is entitled to (a) permissible delay, and any associated costs which may be due to the Yard by the Buyer pursuant to the SBC in the event it were to establish any such permissible delay (see Appendix 1 hereto), as a result of claimed force majeure, and other delay events under the SBC and DIA, and (b) payment and permissible delay in respect of claimed contractual Change Orders (as referred to in the SBC) numbered 39 to 48 (the "**Yard's Current Claims**"), which Claims are denied by Vinson,

together the "**Potential Claims**".

- (e) The Parties have now reached an agreement regarding (i) the delivery and purchase of the Vessel and (ii) the Potential Claims, and wish to record the same in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

AGREED TERMS

Delivery and Purchase of the Vessel

1. The Parties will exercise all reasonable endeavours to enable delivery and purchase of the Vessel to take place under the SBC and the Charter as soon as possible, notwithstanding whether or not the Vessel is in a fit state for delivery as per the terms of the SBC.
2. If, despite the exercise by the Parties of all reasonable endeavours as set out in Clause 1 above delivery and purchase of the Vessel does not take place on or before 1 April 2021, then this Agreement shall be null and void and of no effect whatsoever and no Party shall have any claim against any other Party in relation to this Agreement.
3. The Yard agrees that for the purposes of Clause V(2)(e)(ii)(a) of the SBC (as amended), the value of any consumable stores remaining onboard at the time of delivery is nil, and the Yard hereby releases and discharges Vinson from all and/or any other actions, claims, rights, demands and set-offs whatsoever and howsoever arising in relation to or in connection with consumable stores remaining onboard at the time of delivery.
4. Upon delivery of the Vessel, Vinson will pay to the Yard the purchase price as set out in Annex A of the Charter, less EUR 2,200,000 (two million two hundred thousand euros) in respect of the ECA guarantee as described in Annex E of the Charter. Vinson and the Yard hereby release and discharge each other from all and/or any other actions, claims, rights, demands and set-offs whatsoever and howsoever arising in relation to or in connection with the ECA guarantee.

The Potential Claims

5. The Yard hereby agrees that it will not unilaterally pursue the Yard's Current Claims against Vinson. If Vinson seeks to pursue Vinson's Current Claims, such proceedings to be commenced within 6 months of delivery of the Vessel, then all of the Potential Claims (notwithstanding the current Clause 4 of the DIA) are to be referred for a single arbitration 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:
- a) The arbitration shall be conducted under the rules of the London Maritime Arbitrators Association (LMAA) current at the time when the arbitration proceedings are commenced.
 - b) The Tribunal will consist of three arbitrators.
 - c) Vinson shall appoint its arbitrator and send notice of such appointment in writing to the Yard requiring the Yard to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the Yard appoints its own arbitrator and gives notice that it has done so within the 14 days specified.
 - d) ~~If the Yard does not appoint its own arbitrator and give notice that it has done so within the 14 days specified Vinson may, without the requirement of any further prior notice to the Yard, appoint its arbitrator as sole arbitrator and shall advise the Yard accordingly.~~
 - e) The award of a sole arbitrator shall be binding on both Vinson and the Yard as if he or she had been appointed by agreement.
6. If the balance of sums awarded under an arbitration award issued pursuant to arbitration proceedings conducted in accordance with clause 5 above result in a net payment due to the Yard, the Yard hereby irrevocably agrees (a) to waive any and all rights to such net payment whatsoever and howsoever arising, and (b) not to commence any form of enforcement proceedings in any jurisdiction whatsoever against Vinson in respect of such net payment, subject only to Vinson paying any arbitration costs that the Yard may be awarded in respect of solicitor, counsel and expert fees, up to a maximum of EUR 200,000 (two hundred thousand euros) (the "**Maximum Costs**"). The Yard hereby waives and releases absolutely any right to arrest the Vessel, or exercise a lien over the Vessel, with respect to the Maximum Costs.
7. The Yard hereby agrees that it will not pursue any claim against Vinson of whatsoever nature and howsoever arising relating to or in connection with the SBC, the DIA or the Charter in any jurisdiction whatsoever save as permitted in accordance with clause 5 above.

General terms

8. No failure by any Party to exercise, nor any delay in exercising, any right under this Agreement, the SBC, the Charter or the DIA shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent the exercise of any other right or remedy.
9. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by the law.
10. The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by any other Party for the purpose of putting this Agreement into effect.
11. If any provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and the Parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable and which gives effect to the spirit and intent of this Agreement.
12. The Parties shall each bear their own legal costs incurred in relation to this Agreement.
13. This Agreement constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Agreement. Each Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any promise representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Agreement.
14. Except as varied and amended by this Agreement, all terms and conditions of the SBC, the DIA and the Charter and the Parties' rights and obligations howsoever and whatsoever arising thereunder shall remain in full force and effect. Notwithstanding the foregoing, and following the execution of this Agreement, Vinson and the Yard shall use their best endeavours to ensure that the dispute resolution clause of the DIA is amended to reflect the dispute resolution clause at Clause 5(a)-(e) above.
15. The terms of this Agreement, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party without the written consent of the other Parties other than:
 - a. to the Parties' respective lawyers, on terms which preserve confidentiality;
 - b. pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and

c. as far as necessary to implement and enforce any of the terms of this Agreement.

16. Any variation of this Agreement shall be in writing and signed by or on behalf of each Party.

17. This Agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, faxed or emailed signatures by the Parties' legal advisers shall be binding. Any Party who provides a faxed or emailed, signed counterpart to the other Party on completion agrees to provide original, signed counterparts to the other Party within seven days of completion.

18. All notices to be given or delivered under this Agreement shall be delivered in accordance with Clause 65 of the Charter.

19. The Parties warrant that they have the full right, power and authority to execute, deliver and perform this Agreement and the individuals who sign this Agreement have the necessary authority to sign on their behalf.

20. The Parties agree that the terms of this Agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

21. This Agreement is governed by English law. Any dispute arising hereunder, including any action to enforce the terms of this Agreement, will be referred for arbitration under the terms set out in Clause 5(a)-(e) above.

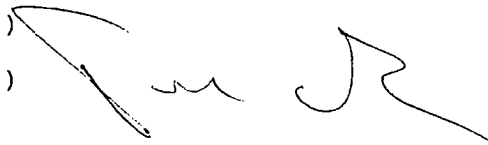
AS WITNESS the parties hereto have entered into this Agreement the day and year first before written.

SIGNED for and on behalf of)

Brodogradevna Industrija Split)

by)

Title: TONISLAV COLAK)



SIGNED for and on behalf of)

Polaris Exploration Inc)

by)

Title: TONISLAV DEBELJAK)



SIGNED for and on behalf of)
Vinson Expeditions LLC)
by)
Title:)

Appendix 1

Costs associated with the Yard's Current Claims

- 1 For the avoidance of doubt, the associated costs of the following issues are included:
 - (a) ABB electromagnetic interference issue;
 - (b) Sormec-Zodiac cranes;
 - (c) Helicopter weight;
 - (d) Alleged wrongful rejection of delivery;
 - (e) Alleged breaches under the Deed of Settlement dated 16 October 2020;
 - (f) Covid-19;
 - (g) Buyer's Supplies;
 - (h) Office and Facility Costs; and
 - (i) CCOs 20 and 21.

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

BRODOSPLIT JSC, as Builder

and

POLARIS EXPLORATION Inc., as Buyer

**Polar Expedition Cruise Vessel
1,786 DWT**

M/V „ULTRAMARINE“
(Ex Builder's Hull 487)

**PROTOCOL OF
DELIVERY AND ACCEPTANCE**

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

PROTOCOL OF DELIVERY AND ACCEPTANCE
m/v „ULTRAMARINE“
ONE 1,786 DWT POLAR EXPEDITION CRUISE VESSEL
(ex Builder's Hull No. 487)

The undersigned, BRODOSPLIT JSC (the "**Builder**") hereby delivers, and Polaris Exploration Inc. (the "**Buyer**") hereby accepts delivery of the vessel described below (the "**Vessel**") along with all stores and equipment of whatever nature now on board the Vessel (in accordance with the provisions of that certain shipbuilding contract for the construction of one polar expedition cruise vessel, dated 22 March 2018 (as amended, supplemented or otherwise modified from time to time, the "**Building Contract**"), made by and between the Builder and the Buyer):

Type of Vessel:	Polar Expedition Cruise Vessel
Name of Vessel:	m/v "Ultramarine"
Builder's Hull No.:	487
IMO No.:	9861017

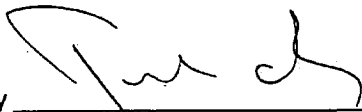
The Buyer accepts delivery of, title and risk to the Vessel in Split, Croatia, on this 1 day of April, 2021 at 14:55 AM/PM local time, along with all stores and equipment of whatever nature now on board the Vessel.

This Protocol of Delivery and Acceptance does not release the Builder from (a) its responsibilities and obligations under Clause XIII (Warranty) of the Building Contract or (b) its obligation to complete post-delivery work in accordance with Appendix 10 (Undertaking: Outstanding Items) hereto.

IN WITNESS WHEREOF, the Builder and the Buyer have executed this Protocol of Delivery and Acceptance accompanied with the documents listed below and delivered by the Builder to the Buyer as of the date and time indicated above.

Appendix 1 - PROTOCOL OF TRIALS
Appendix 2 - PROTOCOL OF INVENTORY AND EQUIPMENT
Appendix 3 - PROTOCOL OF STORES OF CONSUMABLE NATURE
Appendix 4 - DRAWINGS, PLANS AND INSTRUCTION MANUALS
Appendix 5 - CERTIFICATES
Appendix 6 - DECLARATION OF WARRANTY
Appendix 7 - NOTARISED BILL OF SALE
Appendix 8 - COMMERCIAL INVOICE
Appendix 9 - BUILDER'S CERTIFICATE
Appendix 10 - UNDERTAKING: OUTSTANDING ITEMS

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE
For BRODOSPLIT JSC

By 

Authorised Signatory
Name: TONISUN DOKA

For POLARIS EXPLORATION Inc.

By 

Authorised Signatory
Name: ESTERA PITHOULOU

Signed in Split on this 1 day of April, 2021

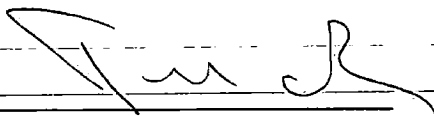
PROTOCOL OF TRIALS

The undersigned hereby confirm and acknowledge that in accordance with the shipbuilding contract dated 22nd day of March 2018 made by and between Brodosplit JSC (hereinafter called the "**Builder**") and Polaris Exploration Inc. (hereinafter called the "**Buyer**") (as amended, varied and/or supplemented from time to time, hereinafter called the "**Building Contract**"), the Trials (as defined in the Building Contract) of the polar expedition cruise vessel with Builder's Hull No. 487 and IMO No. 9861017 (to be named "ULTRAMARINE") (hereinafter called the "**Vessel**") was completed pursuant to and in compliance with the Building Contract, and held from 29 January 2021 to 23 February 2021 at Split Sea area as per the record of the Trials.

Reports on the Trials have been produced by BOB-LAB d.o.o., Zagreb and Builder's design department respectively and handed over to the Vessel and to the Buyer.

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By 

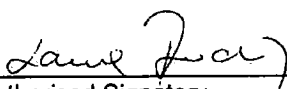
Authorised Signatory
Name: TOMISLAV DŽAJA

By 

Authorised Signatory
Name: ESTELJA MIHOVIĆ

Confirmed and acknowledged

VINSON EXPEDITIONS LLC

By 

Authorised Signatory
Name: LANA DOBIG

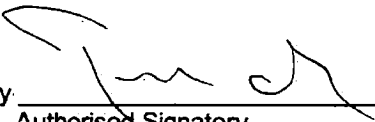
Signed in Split on this 1 day of April, 2021

PROTOCOL OF INVENTORY AND EQUIPMENT

The undersigned hereby confirm and acknowledge that Brodosplit JSC (hereinafter called the "**Builder**") has delivered, according to the shipbuilding contract dated 22nd day of March 2018 made by and between the Builder and Polaris Exploration Inc. (as amended, varied and/or supplemented from time to time), all inventory, equipment, spare parts, tools and loose inventories for the polar expedition cruise vessel with Builder's Hull No. 487 and IMO No. 9861017 (to be named "ULTRAMARINE", hereinafter called the "**Vessel**") to the Vessel and such inventory, equipment, spare parts, tools and loose inventories are properly placed, fitted or and stored, as the case may be, on board the Vessel or as otherwise agreed by the undersigned including, but not limited to, items stored at the premises of the Builder which shall be placed, fitted or stored on the Vessel in due course.

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By 

Authorised Signatory
Name: DARIUSZ POLAK

By 

Authorised Signatory
Name: ESTERA MIHOVICH

Signed in Split on this 1 day of April, 2021

PROTOCOL OF STORES OF CONSUMABLE NATURE

The undersigned hereby acknowledge that in accordance with the shipbuilding contract dated 22nd day of March 2018 (as amended, varied and/or supplemented from time to time) made by and between Brodosplit JSC (hereinafter called the "**Builder**") and Polaris Exploration, Inc. (hereinafter called the "**Buyer**"), the Builder has hereby delivered, and the Buyer has hereby accepted on this 1st day of April, 2021 the stores of consumable nature remaining on board the polar expedition cruise vessel with Builder's Hull No. 487 and IMO No. 9861017 (to be named "ULTRAMARINE").

The quantities of remaining consumable stores are as follows:

Item No.	Grade	Net Weight
1.	Fuel	9.3 tons
2.	Fresh Water	430 tons
3.		
4.		
5.		
6.		
7.		
8.		
9.		

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By

Authorised Signatory

Name: DOMISLAV TOČAK

By

Authorised Signatory

Name: ESTHER MICHOLSON

Signed in Split on this 1 day of April, 2021

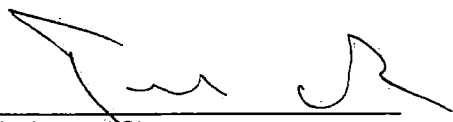
DRAWINGS, PLANS AND INSTRUCTION MANUALS

The undersigned hereby acknowledge that in accordance with the shipbuilding contract dated 22nd day of March 2018 made by and between Brodosplit JSC (hereinafter called the "**Builder**") and Polaris Exploration Inc. (hereinafter called the "**Buyer**") (as amended, varied and/or supplemented from time to time, hereinafter called the "**Building Contract**"), the Builder has delivered and the Buyer has received on this 1st day of April, 2021 for one (1) polar expedition cruise vessel with Builder's Hull No. 487 and IMO No. 9861017 (to be named "ULTRAMARINE", hereinafter call the "**Vessel**");

1. framed copies of specially specified plans and schemes placed on the Vessel as provided by the Building Contract; and
2. instruction manuals/data and data books, all in accordance with above mentioned Technical Specification, Item 109 and Brodsplit Drawing No. 01-109-501 319126 Rev E List of Instruction Manuals.

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By 

Authorised Signatory
Name: TOMISLAV DOZAL

By 

Authorised Signatory
Name: ESTERA MITROVIC

Signed in Split on this 1 day of April, 2021

CERTIFICATES

The undersigned hereby confirm and acknowledge that in accordance with the shipbuilding contract dated 22nd day of March 2018 (as amended, varied and/or supplemented from time to time) made by and between Brodosplit JSC (hereinafter called the "**Builder**") and Polaris Exploration Inc. (hereinafter called the "**Buyer**"), the Builder has delivered and the Buyer has received on this 1st day of April, 2021 for one (1) polar expedition cruise vessel with Builder's Hull No. 487 and IMO No. 9861017 (to be named "ULTRAMARINE", hereinafter called the "Vessel") all related certificates including (without limitation) the following certificates:

CERTIFICATES ISSUED BY DNV

1. DNV Certificate of Class
2. International Loadline Certificate (ILLC)
3. Passenger Ship Safety Certificate (PSSC) and List of limitations
4. International Oil Pollution Prevention Certificate, Type A (OPP-A-IC)
5. Sewage Pollution Prevention Certificate (ISPP)
6. Garbage Pollution Prevention Certificate (GPSS)
7. Air Pollution Prevention Certificate (IAPP)
8. Declaration of Compliance - cfr TITLE 33 Part 155, 157, 159, 164 (USNAV, USPOL)
9. Tonnage Certificate (1969) (TMC)
10. Documentation for issuance of Panama Canal Tonnage Certificate (TMCP)
11. Declaration of Survey regarding Compliance with Panama Canal Regulations (PANCAN)
12. Suez Canal Special Tonnage Certificate (TMCS)
13. Declaration of Survey Regarding Compliance with Suez Canal Regulations (SUEZ)
14. International Anti Fouling Certificate (IAFS)
15. Polar Code Certificate
16. Energy Efficiency Certificate (EEC)
17. Ballast Water Management Certificate – Treatment Method (BWMC-T)
18. Inventory of Hazardous materials Statement of Compliance (REC-IHM-SoC) & EU SRR N°1257/2013
19. Statement of Compliance with MLC 2006 concerning ships construction and equipment (MLC – SoC)
20. Register of Lifting Appliances non-cargo handling
21. Stability Declaration (LLS)
22. US EPA Vessel General Permit for non-US flag Vessels

DOCUMENTS ISSUED BY CROATIAN NATIONAL AUTHORITIES

1. Ship Sanitation Control Exemption Certificate (Deratting Certificate)

m/v „ULTRAMARINE“

PROTOCOL OF DELIVERY AND ACCEPTANCE

Appendix 5

2. Test Results of Water and Food from refrigerators Samples Correctness
3. Certificate of cancellation of Register of Ships

DOCUMENTS ISSUED BY THE BUILDER

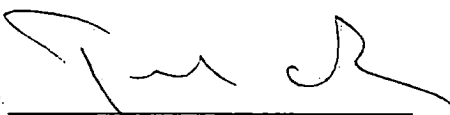
1. Builder's Certificate
2. Material Safety Data Sheets for all hazardous chemicals
3. SOPEP
4. Fire Control Plan/Booklet, SOLAS II-2/15.2.4
5. EEBD documents: Manufacturer's instructions; inspection, maintenance, and testing records
6. Certificate for signal lights (according to IMO & SOLAS. Suppliers delivery)
7. Pilot's ladder poster - NAV 57/14/1
8. Intact Stability Booklet, SOLAS II-1/22 and II-1/25-8; 1988 LL Protocol, regulation 10
9. Damage Control Plans and Booklet, SOLAS II-1/23, 23-1, 25-8; MSC/Circ.919
10. Inclining Test Report
11. Record Book of Engine Parameters
12. Technical File for ballast tank Coating (if applicable)
13. EEDI Technical File
14. USPH Statement of Compliance
15. Statement of Fact for Compliance with Alaska Passenger Ship Requirements
16. Marpol Annex 6 Engine Technical File for each generator engine

**CERTIFICATES FOR VARIOUS EQUIPMENT AND DEVICES
INSTALLED IN THE VESSEL**

1. All Certificates Per Brodosplit Drawing No. 1-109-501-319125 List of Certificates Rev E

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By 

Authorised Signatory

Name: TOMISLAV DOLAR

By 

Authorised Signatory

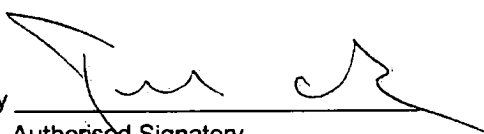
Name: ESTERA MITROVIĆ

Signed in Split on this 1 day of April, 2021

DECLARATION OF WARRANTY

We, BRODOSPLIT JSC, Split, Croatia, (the "**Builder**"), do hereby warrant that Polar Expedition Cruise Vessel of 1,786 deadweight tons, bearing the Builder's Hull No. 487, now under the name m/v „ULTRAMARINE“, (the "**Vessel**"), has been built in accordance with a shipbuilding contract dated 22nd day of March 2018 (as amended, varied and/or supplemented from time to time) made by and between the Builder and Polaris Exploration Inc. (hereinafter called the "**Buyer**") and that she is sold and delivered to the Buyer free and clear of any claims, mortgages, liens, any other encumbrances debts, obligations, liabilities or other third party rights whatsoever arising from any reason or cause whatsoever and in particular that the Vessel is absolutely free of all burdens in the nature of duties, imposts, taxes or charges imposed by the city, state or country of the port of delivery and any agency, authority or department or division thereof, as well as of all liabilities towards the Builder's subcontractors, employees, crew and of all liabilities arising from the operation of the Vessel during sea trials or otherwise prior to the delivery thereof by the Builder to the Buyer except as otherwise provided under the Building Contract.

For BRODOSPLIT JSC

By 
Authorised Signatory
Name: TOMISLAV JOZAK

Signed in Split on this 1 day of April, 2021

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

Appendix 7

BILL OF SALE (BRODOSPLIT JSC)

BILL OF SALE (BRODOSPLIT JSC)

IMO number	Name of Ship	Number, year and port of registry	Whether a sailing steam or motor ship	Max. Continuous Rating
9861017	ULTRAMARINE	Builder's Hull No. 487, 2021, Majuro, Marshall Islands	Motor Ship	6,000 kW
Length			Metres	Tenths
Breadth			118	06
Moulded Depth amidships to Upper Deck.....			21	50
and as described in more detail in the Builder's Certificate.			9	90
			Number of Tons	
			Gross	Net
			13,827	4,149

We, **BRODOSPLIT JSC** (hereinafter called "the Transferor") having our principal place of business at Put Supavla 21, Split, Croatia in consideration of the contract price of the Ship paid to us by **POLARIS EXPLORATION INC.**, whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (hereinafter called "the Transferee") the receipt thereof is hereby acknowledged, transfer hereby all 100% shares in the Ship above particularly described, and in her boats and appurtenances to the said Transferee.

Further, we, the said Transferor for ourselves and our successors covenant with the said Transferee and his assigns, that we have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from all encumbrances, mortgages, maritime liens and any other debts or claims whatsoever.

In witness whereof we have have executed this bill of sale this 26th day of March 2021.

Signed by.....

Tomislav Debeljak
President of the Board

Ja, javni bilježnik Ilija Šarić, Split, Hrvatske bratske zajednice 3a,
potvrđujem da je stranka:

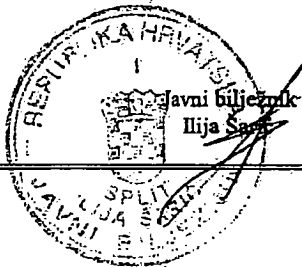
TOMISLAV DEBELJAK, OIB 09971916975, BREGANA, VLADIMIRA NAZORA 32, kao
predsjednik uprave **BRODOSPLIT d.d., MBS 060175040, OIB 18556905592, Split, PUT
SUPAVLA 21**, u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit.
Istovjetnost podnositelja pismena utvrdio sam temeljem osobne iskaznice br. 114664409 PP Samobor,
ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 10,00 kn.

Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 30,00 kn uvećana za PDV u
iznosu od 7,50 kn.

Broj: OV-1464/2021

Split, 26.03.2021.



Ja, javni bilježnik Ilija Šarić, Split, Hrvatske bratske zajednice 3a,
potvrđujem da je ovo preslika izvorne isprave nakon ovjere potpisa:

BILL OF SALE - ovjerena pod brojem OV-1464/2021 dana 26.03.2021.

Isprava čija se preslika ovjerava sastoji se od 2 stranice i ovjerava se u 2 primjerka. Podnositelj
isprave je **TOMISLAV DEBELJAK, OIB 09971916975, BREGANA, VLADIMIRA NAZORA 32**, kao predsjednik uprave **BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, MBS
060175040, OIB 18556905592, Split, PUT SUPAVLA 21**, čiju sam istovjetnost utvrdio uvidom u
osobnu iskaznicu br. 114664409 PP Samobor, ovlaštenje za zastupanje utvrđeno je uvidom u sudski
registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 1. ZJP naplaćena u iznosu 10,00 kn.

Javnobilježnička nagrada po čl. 19. st. 2. PPJT zaračunata u iznosu od 20,00 kn uvećana za PDV u
iznosu od 5,00 kn.

Broj: OV-1465/2021

Split, 26.03.2021.



m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

Appendix 8

COMMERCIAL INVOICE

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

Appendix 9

BUILDER'S CERTIFICATE

BUILDER'S CERTIFICATE

We, **BRODOSPLIT JSC**, a company organized and existing under the laws of the Republic of Croatia, with its registered office at Put Supavla 21, 21000 Split, Croatia, EU VAT identification number: HR 18556905592 (the "**Builder**") herewith certify that we built the vessel bearing the Builder's Hull number **487** and having IMO number 9861017 to be named

"ULTRAMARINE", a Polar Expedition Cruise Vessel (the "**Vessel**"), in accordance with the Shipbuilding Contract dated 22nd day of March 2018 (as amended, amended and reinstated, supplemented or otherwise modified from time to time, the "**Building Contract**") between and by ourselves and **POLARIS EXPLORATION INC.**, having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (the "**Buyer**");

The Vessel has following characteristics:

Length overall:	127.97 m
Length between perpendiculars.....	115.58 m
Breadth (moulded).....	21.50 m
Depth to main deck (moulded)	7.00 m
Draught (design/scantling)	5.00 / 5.25 m
Deadweight at design draught	1786 t
Passenger capacity /Max.pax capacity.....	200
Gross / Net tonnage	13,827 / 4,149
Building material	shipbuilding steel.

The Vessel has been constructed, outfitted with machinery and provided with equipment in accordance with the applicable rules and regulations of the Regulatory Bodies defined in the Building Contract and the Classification Society DNV GL with following class notation:

+1A
PC(6)(-20)
PASSENGER SHIP
E0
COMFORT (V2)(C2)PAX, (V3)(C3)CREW
CLEAN
RECYCLABLE
TMON
BIS
ECA(Sox-A)
HELDK (S,H,F) LFL(2).

GENERAL: The Vessel is a first class, high comfort modern ice strengthened expedition vessel for expeditions of worldwide itineraries and in harsh environments of polar regions.

The Vessel has been designed to accommodate 200 passengers in 103 passenger's cabins for cruise on long international ocean voyages as well as short voyages.

The Vessel has eight (8) decks.

The Vessel is to be twin screw having a bow with bulb and transom stern.

It's propelling machinery consists of two propulsion electric motors running two shaft lines via gearbox. Installed power ensures service speed of 16 knots.

HULL: The hull and superstructure of the Vessel are built of shipbuilding steel.

SHIP'S MAIN EQUIPMENT: Two (2) electro-hydraulic rotary-vane type steering gears, Two (2) Bow Thrusters 800kW, One (1) Stern Thruster 1000kW, Two (2) combined anchoring/mooring windlasses, Two (2) mooring winches, Two (2) Passengers elevators, Four (4) Service elevators, Two (2) Provision hoisting devices, Two (2) Zodiacs hangar cranes/davits.

ELECTRIC POWER: Two (2) Diesel Generator sets (each engine 2560kW@900rpm with generator 3085kVA/2468kWe@900rpm, 3x690V, 60Hz), two (2) Diesel Generator sets (each engine 2065kW@720rpm with generator 2430kVA/1944kWe@720rpm, 3x690V, 60Hz), one (1) Emergency Diesel Generator set (831kVA/665kWe@1800rpm, 3x690V, 60Hz).

PROPULSION MOTOR: Two (2) squirrel cage, bi-directional rotation, rigidly mounted, air-to-water cooled, conical shaft ended, continuous duty, variable frequency driven electromotor, each 3000kW@941rpm, 3x690V, 47.6Hz

TRANSMISSION: Two (2) FPP Plants, each consisting of: 5-bladed propeller, diameter D=3600mm, blades bolted to propeller hub, speed 165.8rpm, inwards rotational direction, propeller shaft, telescopic stern tube with three (3) slide bearings, aft&fwd. seals, shaft sleeve/flange coupling, shaft earthing device, shaft holding device, one (1) reduction gearbox (single-in-single-out, horizontal offset, $i_1=1:5.428$, slide bearings, built-in thrust bearing, coupled to propeller shaft & propulsion EM) and one (1) elastic coupling propulsion EM/GB.

ACCOMMODATION: 200 passengers in 103 cabins and 140 crew/staff members in 69 cabins. Passenger public spaces: Lido Restaurant, Main Lounge, Panorama Lounge, Ready Room, Restaurant Deck 5, Shop, SPA.

LIFE SAVING EQUIPMENT: Three (3) certified life boats capacity 85 persons each, one (1) certified combined life/rescue boat capacity 85 persons, all with dedicated davit system, one MOB (rescue) boat for 10 persons, four (4) life rafts each of 25 persons capacity with slewing davits, life jackets and life buoys comply with SOLAS regulations.

ADDITIONAL LIFE SAVING EQUIPMENT ACCORDING TO POLAR CODE:

Personal survival kit (PSK) for 110% of persons (374 pcs. including spare sets provided in GSK)- comprising protective clothing, cream, TPA, sun glasses, whistle, mug, knife, emergency food, all in a carrying bag

Group survival kit (GSK) for 110% of persons stored in floatable drums (63 pcs.) comprising tents, sleeping bags, mats, shovels, sanitation, stove and fuel, emergency food, flashlights, waterproof matches, whistle, mirror, water, spare set of PSK, all in waterproof floatable container

NAVIGATION EQUIPMENT: one (1) X-Band radar with one (1) slave station, one (1) S-band radar, Ice-Radar, four (4) ECDISs, one (1) Conning station with two (2) slave docking display, three (3) DGPS; two (2) gyrocompasses, one (1) satellite compass, VDR, two (2) AIS, magnetic compass, two (2) echo-sounder for polar areas (50 kHz & 200 kHz), one (1) autopilot with track control, one (1) sonar, speed log, one (1) wind speed and direction, two (2) weather faximile, one (1) NAVTEX, BNWAS and sound reception system.

COMMUNICATION EQUIPMENT: Comply with full GMDSS Regulations for GMDSS SEA areas A1,A2,A3,A4. Three (3) 250W MF/HF radio stations with TELEX, two (2) Mini-C, three (3) VHF DSC radio stations, six (6) VHF GMDSS portable transceiver, two (2) SARTs, two (2) EPIRBs, one (1) portable VHF AIR portable transceiver, three (3) fixed VHF AIR radio station, one (1) Iridium SSAS, one (1) Iridium LRIT.

Place and year of keel-laying: SPLIT, CROATIA, 2019

Name of the Builder: BRODOSPLIT JSC, Put Supavla 21, 21000 Split, Croatia

Buyer's address: POLARIS EXPLORATION Inc., Trust Company
Complex, Ajeltake Road, Ajeltake Island, Majuro,
Marshall Islands MH 96960

Remarks: None

The Builder hereby transfers to the Buyer all the shares in the Vessel.

BRODOSPLIT JSC

Signed in Split on this 26th day of March, 2021

Ja, javni bilježnik **Ilija Šarić**, Split, Hrvatske bratske zajednice 3a, potvrđujem da je stranka:

TOMISLAV DEBELJAK, OIB 09971916975, BREGANA, VLADIMIRA NAZORA 32, kao predsjednik uprave **BRODOSPLIT d.d.**, MBS 060175040, OIB 18556905592, Split, PUT SUPAVLA 21, u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdio sam temeljem osobne iskaznice br. 114664409 PP Samobor, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 10,00 kn.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 30,00 kn uvećana za PDV u iznosu od 7,50 kn.

Broj: OV-1462/2021
Split, 26.03.2021.



Ja, javni bilježnik Ilija Šarić, Split, Hrvatske bratske zajednice 3a,
potvrđujem da je ovo preslika izvorne isprave nakon ovjere potpisa:

BUILDER'S CERTIFICATE - ovjerena pod brojem OV-1462/2021 dana 26.03.2021.

Isprava čija se preslika ovjerava sastoji se od 3 stranice i ovjerava se u 2 primjerka. Podnositelj isprave je **TOMISLAV DEBELJAK, OIB 09971916975, BREGANA, VLADIMIRA NAZORA 32**, kao predsjednik uprave **BRODOSPLIT d.d., MBS 060175040, OIB 18556905592, Split, PUT SUPAVLA 21**, čiju sam istovjetnost utvrdio uvidom u osobnu iskaznicu br. 114664409 PP Samobor, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 1. ZJP naplaćena u iznosu 11,00 kn.

Javnobilježnička nagrada po čl. 19. st. 2. PPJT zaračunata u iznosu od 20,00 kn uvećana za PDV u iznosu od 5,00 kn.

Broj: OV-1463/2021

Split, 26.03.2021.



UNDERTAKING: OUTSTANDING ITEMS

In connection with the shipbuilding contract dated 22nd day of March 2018 (as amended, varied and/or supplemented from time to time, hereinafter called the "**Building Contract**") made by and between Brodosplit JSC (hereinafter called the "**Builder**") and Polaris Exploration Inc. (hereinafter called the "**Buyer**") in respect of the Polar Expedition Cruise Vessel of 1,786 deadweight tons, bearing the Builder's Hull No. 487, now under the name m/v „ULTRAMARINE“, (the "**Vessel**"), and in consideration of Vinson Expeditions LLC of Marshall Islands (hereinafter called "**Vinson**") exercising its purchase option pursuant to the bareboat charter dated 22 March 2018 (as amended, varied and/or supplemented from time to time) made by and between the Buyer as owner and Vinson as charterer and requesting the Buyer to accept delivery of the Vessel from the Builder pursuant to the Building Contract, the Builder hereby undertakes to each of the Buyer and Vinson that it shall deliver or complete, as the case may be, the outstanding items or unfinished works listed in the Annex hereto (each an "**Outstanding Item**") no later than one month from the date hereof or as otherwise indicated in the Annex hereto (the "**Completion Date**"), in accordance with the terms of the Building Contract including, but not limited to, Clause IX(5)(c) therein.

This undertaking and any non-contractual obligations arising out of or in connection with it are governed by English law and any disputes relating to the same shall be resolved by arbitration in accordance with Clauses XVII(1) and XVII(2) of the Building Contract.

For BRODOSPLIT JSC

For POLARIS EXPLORATION Inc.

By

Authorised Signatory

Name: DOMISLAV DOZAN

By

Authorised Signatory

Name: ESTHERA

VINSON EXPEDITIONS LLC

By

Authorised Signatory

Name: LANA DOBIG

Signed in Split on this 1 day of April 2021

m/v „ULTRAMARINE“
PROTOCOL OF DELIVERY AND ACCEPTANCE

Appendix 10

Annex
List of outstanding items or unfinished work

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the items at March 30, 2021 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding Items and be remedied by the Builder
SFI-100	Outstanding Basic Inspection	VERIFICATION OF "AS BUILT" DRAWINGS	Due within 60 days of delivery	drawings are ready for delivery and will be provided as per SBC
SFI-170	Outstanding Basic Inspection	VERIFICATION, INSTALLATION OF CLASS SOCIETY REQUIRED SPARE PARTS	to move on board	will be done week 14 as per Quark convenience - all parts delivered and stored in Warehouse
SFI-170	Outstanding Basic Inspection	INSTALLATION OF SPARE PARTS FOUNDATIONS & SECURING	to move on board	will be done week 14 as per Quark convenience - all parts delivered and stored in Warehouse
SFI-201	Outstanding Basic Inspection	VERIFICATION OF STRUCT. STEEL CERTIFICATES, MARKING & TRACEABILITY (LOI-1750)	certificates	certificates delivered
SFI-201	Outstanding Basic Inspection	VERIFICATION OF WELDING CONSUMABLES (LOI-1750)	certificates where available	certificates delivered
SFI-261	Outstanding Basic Inspection	OWNER'S EMBLEM	261 HULL MARKING AND HULL APPENDICES Hull marking Name boards 400 mm high made of highly polished hardwood or according to Buyer's advice, and with gilt letters 280 mm shall be fitted on each side of deck 8.	will be done till end of week 13
SFI-265	Outstanding Basic Inspection	INTERNAL HATCHES INSTALLATION & LEAK TEST (3 PCS.)	No leak test, but hatches secured and gaskets checked or renewed.	job done
SFI-265	Outstanding Basic Inspection	ENGINE ROOM PWD FLUSH HATCH INSTALLATION & LEAK TEST	No leak test, but hatches secured and gaskets checked or renewed.	job done
SFI-265	Outstanding Basic Inspection	TECHNICAL STORES FLUSH HATCH INSTALLATION & LEAK TEST	No leak test, but hatches secured and gaskets checked or renewed.	job done
SFI-265	Outstanding Basic Inspection	HOTEL STORES HATCH INSTALLATION & LEAK TEST	No leak test, but hatches secured and gaskets checked or renewed.	job done
SFI-265	Outstanding Basic Inspection	HAWSEPIPE COVERS	Portable close fitting covers for hawsepipes	will be done till end of week 13. Production in progress and installation 31.03.
SFI-265	Outstanding Basic Inspection	MANHOLES (OTHER THAN TANKS) INSTALLATION & MARKING	hatches secured and gaskets checked or renewed. Markings verified.	job done
SFI-267	Outstanding Basic Inspection	VISUAL INSPECTION & LEAK TEST OF INTERNAL DRAIN SYSTEM AT DECK 8	Deck drains - per CCO 14. SS drain covers on deck	job done
SFI-268	Outstanding Basic Inspection	VISUAL INSPECTION OF ACCESS HATCHES/MANHOLES AT DUCTS & TRUNKS	hatches secured and gaskets checked or renewed. Markings verified.	job done
SFI-270	Outstanding Basic Inspection - Paintwork	Repair and Touch-up of ALL damaged paintwork to be done in joint inspection of mechanical, technical, interior and exterior areas.		in progress week 13/14
SFI-276	Outstanding Basic Inspection	EXTERNAL STAIRS, PLATFORMS, LADDERS & RAILINGS	Verify and repair galvanizing	job done
SFI-276	Outstanding Basic Inspection	GRATINGS & STRAINERS	Verify and repair galvanizing	job done
SFI-417	Outstanding Basic Inspection	CHART TABLE w. DRAWERS & NIGHT LIGHT INSTALLATION		job done
SFI-419	Outstanding Basic Inspection	SAFE RETURN TO PORT (SRTP) OPERATOR STATION	comments from Maritimus - printers	job done
SFI-421	Outstanding Basic Inspection	INTERNATIONAL SHIP & PORT FACILITY SECURITY (ISPS) REQUIREMENTS FULFILL	padlocks, keys, master keys (review with Loree and Yuri)	job done
SFI-444	Outstanding Basic Inspection	WATER CLEANER SYSTEM PIPING INSTALLATION & PRESSURE TEST	Cleaning- 2- cleaning hoses to be provided Two (2) x 20 meter hoses with nozzle and soap ejector shall be provided.	will be done till end of week 13
SFI-446	Outstanding Basic Inspection	CHECKING OF HOTEL STORE (1001) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF LINEN STORE (1009) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF CHINA LOCKER (1010) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF CHEMICAL STORE (1011) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF UNIFORMS STORE (1012) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF ENGINE WORKSHOP (1054) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF ENGINE STORES (1060) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF AFT STORE (1063) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF BONDED STORE (2051) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF BOAT EQ. STORE (2063) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection	CHECKING OF BOAT EQ. STORE (2064) INVENTORY	quark to inspect and verify shelves and contents per spec and drawing.	job done

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the items at March 30, 2023 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding items and be remedied by the Builder
SFI-446	Outstanding Basic Inspection - Verification of Storage Spaces	CHECKING OF SCUBA DIVING STORE (2065) INVENTORY INSTALLATION	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection - Verification of Storage Spaces	CHECKING OF EXC. BOAT SERVICE (2073) INVENTORY INSTALLATION	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection - Verification of Storage Spaces	CHECKING OF ROPE STORE (2075) INVENTORY INSTALLATION	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-446	Outstanding Basic Inspection - Verification of Storage Spaces	ALL LOCKERS INVENTORY WITHIN ACCOMMODATION AREA VERIFICATION	quark to inspect and verify shelves and contents per spec and drawing.	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	ENGINE ROOM NAME PLATES VERIFICATION	448 SIGNS & MARKING Pipes in engine areas shall be marked with flow code coloring system, consisting of taped labels showing direction of flow (alternative to tape may be considered for hot non insulated pipes). Practical size schematic drawings shall be framed, covered in plastic sheet and put at a suitable location in the engine areas.	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	OPEN DECKS NAME PLATES VERIFICATION	to be checked	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	ACCOMMODATION NAME PLATES VERIFICATION	to be checked	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	ACCOMMODATION DECORATIVE SIGNAGE VERIFICATION	to be checked	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	FLOW CODE & COLOURING SYSTEM AT PIPES IN ENGINE ROOM AREAS	to be checked	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	ELECTRIC CABLES LABELING	to be checked	job done
SFI-448	Outstanding Basic Inspection - Markings & Signage	FRAMED SCHEMATIC DRAWING POSTING AT ENGINE ROOM	may be done?	job done
SFI-503	Outstanding Basic Inspection	PERSONAL SURVIVAL EQUIPMENT DISPOSITION VERIFICATION	to be loaded on board	will be done week 14 as per Quark convenience - all parts delivered and stored in Warehouse
SFI-505	Outstanding Basic Inspection	VISUAL INSPECTION OF HOSPITAL (3015)		job done
SFI-505	Outstanding Basic Inspection	VISUAL INSPECTION HOSPITAL ROOMS (3013, 3016)		job done
SFI-505	Outstanding Basic Inspection	MEDICAL EQUIPMENT DISPOSITION VERIFICATION		job done
SFI-511	Outstanding Basic Inspection	VERIFICATION OF EXPOSED INSULATION	511 INSULATION Rooms that shall be insulated for fire/comfort and not covered with interior panels shall be covered by galvanized steel sheets where water spray, high temperature or other mechanical protection is required. Joints shall be sealed off by sealing compound to obtain a spray tight surface. For other technical spaces, ducts, lift machinery rooms / trunks, HVAC rooms, dry store rooms ceilings etc., covering of insulation for frost belt in room outside accommodation, a proper glass cloth protection of the insulation should be considered instead of galvanized steel sheet.	job done
SFI-514	Outstanding Basic Inspection	EXTERNAL WEATHERTIGHT - SPRAYTIGHT DOORS AT DECK 5 (9 PCS.) INSTALLATION & LEAK TEST	Dalbor to verify inspection sheets if done	job done
SFI-514	Outstanding Basic Inspection	EXTERNAL WEATHERTIGHT - SPRAYTIGHT DOORS AT DECK 6 (4 PCS.) INSTALLATION & LEAK TEST	Dalbor to verify inspection sheets if done	job done
SFI-514	Outstanding Basic Inspection	EXTERNAL WEATHERTIGHT - SPRAYTIGHT DOORS AT DECK 7 (6 PCS.) INSTALLATION & LEAK TEST	Dalbor to verify inspection sheets if done	job done
SFI-514	Outstanding Basic Inspection	EXTERNAL WEATHERTIGHT - SPRAYTIGHT DOORS AT DECK 8 (11 PCS.) INSTALLATION & LEAK TEST	Dalbor to verify inspection sheets if done	job done
SFI-516	Outstanding Basic Inspection	BALCONY GLASS WALLS / DOORS AT DECK 4 INSTALLATION & LEAK TEST	Later pending installation	pending
SFI-516	Outstanding Basic Inspection	BALCONY GLASS WALLS / DOORS AT DECK 6 INSTALLATION & LEAK TEST	Later pending installation	pending
SFI-516	Outstanding Basic Inspection	BALCONY GLASS WALLS / DOORS AT DECK 7 INSTALLATION & LEAK TEST	Later pending installation	pending
SFI-516	Outstanding Basic Inspection	BALCONY DIVIDERS AT DECK 4 INSTALLATION	Need latches. inspect and verify.	job done
SFI-516	Outstanding Basic Inspection	BALCONY DIVIDERS AT DECK 6 INSTALLATION	Need latches. inspect and verify.	job done
SFI-516	Outstanding Basic Inspection	BALCONY DIVIDERS AT DECK 7 INSTALLATION	Need latches. inspect and verify.	job done
SFI-516	Outstanding Basic Inspection	WHEELHOUSE SCREEN TINTED ROLLER INSTALLATION		will be done until 31.03
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 1	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 2	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 3	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 4	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 5	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 6	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 7	Final floor covering to be verified and damages repaired	job done
SFI-522	Outstanding Basic Inspection	INTERNAL DECK COVERING AT DECK 8	Final floor covering to be verified and damages repaired	job done

Appendix 10

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the Items at March 30, 2021 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding Items and be remedied by the Builder
SFI-524	Outstanding Basic Inspection	INTERNAL PUBLIC STAIRWAYS IN ACCOMMODATION SPACES INSTALLATION		job done
SFI-524	Outstanding Basic Inspection	INTERNAL CREW STAIRWAYS IN ACCOMMODATION SPACES INSTALLATION		job done
SFI-524	Outstanding Basic Inspection	INTERNAL STAIRS IN MACHINERY / TECHNICAL SPACES INSTALLATION		job done
SFI-524	Outstanding Basic Inspection	INTERNAL LADDERS IN MACHINERY / TECHNICAL SPACES INSTALLATION		job done
SFI-524	Outstanding Basic Inspection	ACCESS LADDERS FOR EMERGENCY ESCAPE INSTALLATION		job done
SFI-525	Outstanding Basic Inspection	RAISED FLOOR & GRATINGS IN FORWARD & AFT ENGINE ROOMS INSTALLATION	Raised floors to be painted and finally secured	job done
SFI-525	Outstanding Basic Inspection	RAISED FLOOR & GRATINGS IN BOW & STERN THRUSTER ROOMS INSTALLATION	Raised floors to be painted and finally secured	job done
SFI-525	Outstanding Basic Inspection	RAISED FLOOR & GRATINGS IN PROPULSION ROOMS INSTALLATION	Raised floors to be painted and finally secured	job done
SFI-525	Outstanding Basic Inspection	RAISED FLOOR & GRATINGS IN EMERGENCY GENERATOR ROOM INSTALLATION	Raised floors to be painted and finally secured	job done
SFI-525	Outstanding Basic Inspection	RAISED FLOOR & GRATINGS IN TECHNICAL SPACES (ST. GEAR ROOM, GARBAGE / EQUIPMENT RM., PROVISION AREA, INSTRUMENT RM., STORES)	Raised floors to be painted and finally secured	job done
SFI-525	Outstanding Basic Inspection	GRATINGS IN FUNNEL CASING INSTALLATION	Raised floors to be painted and finally secured	job done
SFI-531	Outstanding Basic Inspection	EXTERNAL DECK COVERING AT DECK 4 INSTALLATION	Stika to be completed and repaired. Steel decks to be painted.	week 13/14
SFI-531	Outstanding Basic Inspection	EXTERNAL DECK COVERING AT DECK 5 INSTALLATION	Stika to be completed and repaired. Steel decks to be painted.	week 13/14
SFI-531	Outstanding Basic Inspection	EXTERNAL DECK COVERING AT DECK 6 INSTALLATION	Stika to be completed and repaired. Steel decks to be painted.	week 13/14
SFI-531	Outstanding Basic Inspection	EXTERNAL DECK COVERING AT DECK 7 INSTALLATION	Stika to be completed and repaired. Steel decks to be painted.	week 13/14
SFI-533	Outstanding Basic Inspection	EXTERNAL PORTABLE RAILINGS AT DECK 2 INSTALLATION	modification to stern ramp is a change from spec.	to be agreed
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 3 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 4 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 5 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 6 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 7 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	EXTERNAL RAILINGS AT DECK 8 INSTALLATION	to be inspected	job done
SFI-533	Outstanding Basic Inspection	HELI DECK FOLDING NET AT DECK 8 INSTALLATION	Netting to be secured to prevent single point of failure; Rails to be galvanized.	add secure brackets to be installed until end of week 13
SFI-542	Outstanding Basic Inspection	WHEELHOUSE INVENTORY INSTALLATION		until 31.03
SFI-542	Outstanding Basic Inspection	ENGINE CONTROL ROOM INVENTORY INSTALLATION		until 31.03
SFI-583	Outstanding Basic Inspection	VERIFICATION OF MAINTENANCE ACCESS TO OPERATING MECHANISM	As per Correction Request 080 - toilet vacuum valves.	pending
SFI-600	Outstanding Basic Inspection	MACHINERY EQUIPMENT FILTERS RENEWAL UPON SEA TRIAL VERIFICATION	to be confirmed by engineers	done - to be confirmed
SFI-625	Outstanding Basic Inspection	REMOTE DIAGNOSTICS	The following shall be included: To be agreed with input from Lyngso/ABB Remote diagnostic system for service and fault findings etc. with a minimum of one (1) year subscription covering Main Generators.	Will be done. Documents for remote assistance provided to be completed by Quark.
SFI-772	Outstanding Basic Inspection	HEAT EXCHANGERS PLATES INSTALLATION	waste heat recovery- plates received	job done. Cooler plates installed.
SFI-792	Outstanding Basic Inspection	REMOTE DIAGNOSTICS FOR PMS	The PMS and its function shall be approved by Buyer. The following shall be included: Remote diagnostic system for service and fault findings etc. Including a one year subscription. To be considered with Lyngso/Deif	Will be done. Documents for remote assistance provided to be completed by Quark.
SFI-804	Outstanding Basic Inspection	OUTSIDE DECKS SCUPPERS & DRAINS INSTALLATION	STAINLESS STEEL SCUPPER GRATINGS PER CCD14	job done
SFI-804	Outstanding Basic Inspection	HELI DECKS SCUPPERS & DRAINS INSTALLATION		job done
SFI-867	Outstanding Basic Inspection	REMOTE DIAGNOSTICS FOR CONVERTERS	The following shall be included: Remote diagnostic system and one year subscription, for service and fault findings etc. To be considered with ABB/Lyngso	Will be done. Documents for remote assistance provided to be completed by Quark.
SFI-891	Outstanding Basic Inspection	WHEELHOUSE DIMMABLE COLOURED LIGHTING INSTALLATION		job done
Outstanding Commissioning Inspections				
SFI-334-1	Outstanding Commissioning Inspection	ZODIAC CRANES FUNCTIONAL TEST	Scope of inspection determined within Brodosplit testing program. Must pass and incorporate Quark remarks from application sheets	week 14
		CR 305 Fire Screen Doors not equipped with automatically activated latch to the top and bottom of the frame to hold the door against air draft in closed position	Install automatically activated	week 14
		Galley flooring		week 14
		EDG lowers with actuators installation		will be done until 31.03
		Flooding detection remarks	Flooding detector to be installed in pipe duct as agreed	job done
		REMX GB revision after trials - Filters changing	Replace all filters	job done
		HUG alarms to be solved / modification of system em stop implementation	To be implemented no later than April 15, 2021.	Week 14. Confirmed by HUG and FAT protocol and schedule submitted.
		Sampling points of FWYS	Proposal accepted from Maja - also on USPH tab	will be done until 31.03
		CONF class	Proposal coming after meeting on 3/25 to achieve final notation.	pending and will be done as agreed / promised

Appendix 10

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the items at March 30, 2021 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding Items and be remedied by the Builder
		Safety plan comments- EXIT SIGNAGE		
		Locking plan inspection and locking arrangement confirmation	together with ISPS	job done
		USPH compliance confirmations.	in progress- see additional tab	separate list
		PENDING NON-CONFORMITY CLAIMS		
CRA 080		It is not possible to replace or make maintenance to the toilets vacuum apparatus located in pas cabins technical space. The FCU ventilation duct impede the access for maintenance. The rubber couplings connection between FCU and ventilation ducts is not airtight.	Relocate FCU ventilation ducts in the cabins technical space or add flanges to ventilation duct to dismantle the duct and have free access to toilet vacuum apparatus for maintenance.	pending
CRA 143		Alu-Railing, Fr. 5B, Stbd S, is fitted oppositely from the relevant drawing. Vertical stanchions need be positioned on the rear side of the railing. Please see enclosed photos for your reference.	Subject Alu-Railing has to be rearranged/fitted in accordance with relevant drawing. All defects which could adversely affect appearance should be rectified to Buyer's satisfaction. Deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	will be done in week 14
CRA 172		Weather Exposed Ventilation Inlet Grills i.e. frames are not galvanized and paintwork is damaged. Grill is fixed in-between the two frames which are connected by rivets. Therefore, there is no access to properly repair damaged paintwork and future maintenance. Premature corrosion and poor appearance can be expected if not rectified. Please see below photo examples for reference.	Defected Inlet Grills frames need to be galvanized and subsequently painted in accordance with Paint description/Specification. Found deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	will be improved
CRA 227		(SEE FILE FOR FULL TEXT WITH PHOTOS). Application of the Sika Deckflooring (liquid applied synthetic teak deck solution) has started at the end of the week 1, 2021, on the Ext. Decks 4, 5 & 6. Although being asked for, SY still didn't provide to Quark a detail specification and application procedure for the Ext. Deck covering which has to be in line with different fire zones requirements, Class S, regulations/approvals and Manufacturer's instructions. Ext. Deck covering is ongoing but not in line with Manufacturer's instructions and good shipbuilding practice: SikaCor ZP Primer has been applied over the locally damaged paintwork and spots/surfaces with bare steel exposed. Minimum specified DFT (80 mic.) hasn't been achieved. Application of the SikaCor ZP Primer has been carried out in low temperatures (average daily air/surface Temperature during the week 2, 2021, was less than 5°C with negative values overnight), below the Manufacturer's allowed minimum 10°C. Adequate Microclimatic conditions are still not ensured/provided.	All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	Sika external decks as per dwgs applied - final grinding and touch up pending - to be confirmed when job completed
CRA 229		SEE FILE FOR FULL TEXT, Application of the Sika Deckflooring (liquid applied synthetic teak deck solution) has started at the end of the week 1, 2021, on the Ext. Decks 4, 5 & 6. Although being asked for, SY still didn't provide to Quark a detail specification and application procedure for the Ext. Deck covering which has to be in line with different fire zones requirements, Class S, regulations/approvals and Manufacturer's instructions. Ext. Deck covering is continued but still not in line with Manufacturer's application instructions and good shipbuilding practice, regardless to NCR-217: • Application of the SikaCor ZP Primer and guide layers with Sika Transfloor-352 SL have been continued during the cold/freezing weather (average daily air/surface Temperature during the week 2, 2021, was less than 5°C with negative overnight values). This is not in accordance with Manufacturer's application instructions. Decks 4, 5 & 6 were finished by the end of the week 2, 2021.	Please follow the Manufacturer's Application Instructions for External Deck covering, Sika Deckflooring. All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	Sika external decks as per dwgs applied - final grinding and touch up pending - to be confirmed when job completed

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the Items at March 30, 2021 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding Items and be remedied by the Builder
CRA 228		SEE FILE FOR FULL TEXT: Application of the Sika Dekoflooring (liquid applied synthetic teak deck solution) is ongoing from the week 1, 2021 on the Ext. Decks 4, 5, 6 & 7. Please be kindly reminded that BIS still didn't provide to Quark a detail specification and application procedure for the Ext. Deck covering. Subject specification should be approved and/or created by Manufacturer (Sika) in order to avoid further deviations and to ensure proper future in-service performance of the applied Deck covering system. Specification has to be in line with different fire zones requirements and Class S1 regulations/approvals/instructions.	Please follow the contract Paint Description/Specification and Manufacturer's (Sika) Application Instructions for External Deck covering. All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	Sika external decks as per dwgs applied - final grinding and touch up pending - to be confirmed when job completed
CRA 232		Local, spot contamination of the finished Interior and Exterior occurred as a consequence of the External Decks covering process. Since Sikafloor Marine Deco systems are consisted from 2-component PUE based material, once cured, the material can only be removed mechanically. It means that all finished Interior and Exterior contaminated with above materials will not be possible to be properly cleaned. For your reference, please see below photo examples which illustrate observations i.e. contamination occurrence: (SEE FILE FOR PHOTOS)	Finished Interior and Exterior should be treated with due care. Any damage and/or contamination should be avoided. All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	Sika external decks as per dwgs applied - final grinding and touch up pending - to be confirmed when job completed
CRA 243		BIS still didn't submitted to Quark a detail specification and application procedure for the External Deck covering. External Deck covering i.e. Sika Dekoflooring (liquid applied synthetic teak deck solution) process is continued during the week 4 but still not fully in line with Manufacturer's application instructions and good shipbuilding practice: • Proper cover/protection and microclimatic conditions are not ensured, especially for the application area on Bow and Stern. These Decks areas remained entirely exposed to unsuitable weather conditions. Application of the Sika compounds/materials is continued during cold/freezing weather regardless to clear limitations described in the Manufacturer's Application Instructions. SEE FILE FOR FULL TEXT	All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	job done
CRA 253		Helicopter Safety Net/Railing i.e. steel frames for the net installed onboard are not Hot-Dip galvanized. According to the EXTERNAL DECK STEEL RAILING PLAN, Dwg. 01-533-501/321862, Note 2, Steel railing have to be Hot-Dip galvanized. Please see below Dwg. Excerpt for your reference: SEE FILE FOR FULL TEXT/PHOTOS	All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	job done
CRA 338		BIS still didn't submitted to Buyer a detail specification and application procedure for the External Deck covering which is created and/or approved by Manufacturer (Sika). External Deck covering i.e. Sika Dekoflooring (liquid applied synthetic teak deck solution) process is continued but still not fully in line with Manufacturer's Application Instructions and good shipbuilding practice: • We observed usage of the Sikafloor Marine 530 for caulking of the External areas which is not in accordance with Manufacturer's Application Instructions. For your reference, please see below excerpt of the related Product Data Sheet: (SEE FILE)	All deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	job done - specifications are submitted
CIA 346	Close verify	Main fire lines on open decks are in different production stages but nowhere finished. Heating and proper insulation of piping not provided. These findings are not in accordance with good shipbuilding practice for newbuild vessels, nor with requirements from CTS, 5F1.011 "The vessel shall be built in every respect as a first class, high comfort modern ice strengthened expedition vessel for expeditions of worldwide itineraries."	Found deficiencies should be timely rectified and inspected upon repair in accordance with Yard procedure described within "Management of Buyers remarks".	job done - to be confirmed on board
CRA 351		Ceiling height on staircases should be minimum 2100mm, which is not achieved.	It is necessary to correct ceiling to achieve minimum ceiling height of 2100mm on all steps.	job done
CRA 354		Ceiling height on staircases should be minimum 2100mm, which is not achieved.	It is necessary to correct ceiling to achieve minimum ceiling height of 2100mm on all steps.	job done
304		Missing Zodiac daily for Excursion Boat Service Room	0	delivery 31.03
	Public Space Functional Tests			
	Functional Tests	All Corridors	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Panorama Lounge	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Bistro	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented

Appendix 10

Reference	Item	Outstanding Work	Additional notes	Builder asserts that the status of the items at March 30, 2021 is as stated below. Quark to verify status together with the Builder. Any deficiencies and non-conformities to the Building Contract and Specifications identified are to constitute Outstanding Items and be remedied by the Builder
	Functional Tests	Spa	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Paa Gym	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Multi Purpose Room	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Wheelhouse	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Main Restaurant	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Main Lounge	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Reception	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Gift Shop	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Ready Rooms	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Crew Gym	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Crew Lounge	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Crew Bar	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Sho's Office	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
	Functional Tests	Crew Mess	Final functional test of all HVAC, plumbing, electrical and lighting equipment	job done - will be presented
Accommodations Remarks:				
	All Crew, Hotel Staff, Officer and Expedition Staff Cabins	All remarks and deficiencies per inspection sheets to be remedied per Quark direction/spec		job done - will be presented

Appendix 10

Item	Outstanding Work
1 Passenger suites	Replace all millwork in 18 pax suites to match Quark specs as per NCR 257/259/284 with the following notes: HPL to be changed to Egger-Grey-Beige Tossini Elm -H1210-ST33. Slats to match but can use oak material stained to match (vs. making slats out of HPL). Quark to approve stain match. Furniture workmanship to be improved, using correct edge banding to match the HPL. Edge banding not to be used to separate between panels on top surface of sideboards. All laminate grain followed continuous through furniture fronts and top panels. Slats to be replaced to match laminate in color and grain as requested. Quark to approve (oak material as currently used on board acceptable without having to wrap in HPL).
2 Passenger suites nightstand	Replace nightstands in all 18 suites using approved Quark design as laid out in CRA294 (no push lock, ok to eliminate front panel detail, still require detail under Krion top). Quark to approve drawing for certainty.
3 Main Lounge Decorative Door (5013)	Replace glass with specified tinted glass with graphic interlayer as laid out in NCR263
4 Main Dining Room Decorative Door (5005)	Replace glass with specified tinted glass as laid out in NCR264
5 Lido Decorative Door (7029)	Replace glass with specified glass with graphic interlayer as laid out in NCR265
6 Lido High tables	Convert all counter height tables across from the bar into trestle tables (no new tops, no moving chairs). Quark to approve drawing
7 Passenger cabin sheer curtains	Replace with Quark-specified curtains as per NCR289 (no material substitutions)
8 Passenger cabin blackout curtains	Replace with Quark-specified curtains as per NCR290 (no material substitutions)
9 Replace main restaurant artwork and glass (5001)	Quark to print alternative solution to be mounted on the glass (front and back). Brodosplit to pay for mounting/remounting of glass, addition of a single profile and continuous LED in front of the screen (existing LED can be removed or kept in place but disconnected). Quark to provide spec for profile and LED
10 Replace main restaurant (5003) Decorative glass maps	Maps to be reprinted with interlayer reversed (i.e. the clear glass is on the side with the map reading correctly and the smoked glass is on the backwards side)
11 Passenger suite blackout curtains	Replace with Quark-specified curtains as per NCR332 (no material substitutions)
12 Passenger space wallwashers lights (in all public spaces and cabins)	Brodosplit to replace all downlights specified as wallwashers with wallwasher of Quark's specification (no substitutes). Quark to work with Brodosplit lighting broker to source. Brodosplit to issue drawing showing locations of all wallwashers and Quark to audit list to potentially reduce the number required before ordering (at Quark's sole discretion). Quark to audit by April 9. Brodosplit to order replacements by April 23, 2021.
13 Balcony doors	All balcony doors to be replaced by 4/16/21 based on glass arriving by March 23 and frames being airfreighted - leaving week 13. Welded frames to remain. All aluminum frames will be dismantled to remove glass, then new frames and glass will be remounted within existing welded frame. Even where there are three panels, all are being replaced.
14 Sika	Complete all Sika teak-effect flooring as outlined in contract and CC033 including Deck 7 forward, Deck 6 aft and all passenger balconies by April 16, 2021. Passenger balconies to be final sanded after balcony doors replaced to avoid damage.
15 Main Lounge Entry Wall	Elevation needs to be redone to remove unequal panels on right side of A60 doors. Panels to be seamless (butt-jointed) with minimal frames around hatches (~5mm) with Quark to approve the profile. Handrails to be black per specs
16 Public Toilets 5011/5012	Replace partition doors with lighter decorative door - Quark to specify.
17 Pax Cabins and Suites headboards	Add Quark-specified profile to headboard LEDs to finish and block light from below
18 7023 Curtain Mount	Replace recessed curtain track with good quality (Silent Gliss or Medit.) wave fold curtain track with curtain using 225% fabric and double-sided as specified.
19 7020 - Shower	Add a tiled curb to shower 7020: Quark to provide dimensions
20 Panel outside Spa	Remove handrail on decorative panel in 7028 just to the left of spa door (not currently installed anyway)
21 Steam room	Complete ceiling with Bisazza mosaic tiles as per spec. For lighting, Brodosplit to present LED bench lighting. If lighting deemed adequate at Quark's sole discretion, fibre optic to be eliminated. If not, fibre optic crystals, flush with ceiling, to be implemented with execution (crystals, placement) approved by Quark prior.
22 Exterior paint	Complete exterior paint job as per approved Quark drawings including completion of yellow water line, Quark "Q" and branding within 2 weeks of completion of fairing, subject to weather.
23 Passenger elevators	Improve execution of metal cladding around doors - joint of horizontal and vertical frame not aligned throughout the decks. Gaps on horizontal frame edge sealed poorly.
24 Passenger cabins	Mirror above sofa is glued only on few spots/poorly installed - safety issue. Ensure properly glued and add mechanical support (support to be aligned with Quark).
25 Passenger cabins	Scratched ceiling panels to be replaced with new factory-finished panels.
26 WC 7003- Sink Millwork	Reduce depth of sink per WSD to provide adequate clearance into WC. Sink to be 350mm deep total -Mount Hansgrohe faucet to the left side on similar angle as other WC's (Hysea appears to have unilaterally changed sink dimensions for REV8 for some reason).
27 Decorative Lights - Overall	If not otherwise addressed specifically in this agreement, Quark to consider Brodosplit-sourced fixtures where applicable. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). Where specified lights are custom and Quark deems custom light still required, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
28 Decorative Lights - Cabins and Suites	Replace light above mirror with custom light from Italian manufacturer via Brodosplit lighting broker. Quark to work directly with lighting manufacturer to design and approve workshop drawings and samples.
29 Decorative Lights - Main Lounge	Replace lights above bar with originally specified Tom Dixon lights (no substitutes)
30 Decorative Lights - Main Lounge	Replace wall lights with originally specified Tom Dixon lights (no substitutes)
31 Decorative Lights - Main Restaurant	Replace booth lights with custom light from Italian manufacturer via Brodosplit lighting broker. Quark to work directly with lighting manufacturer to design and approve workshop drawings and samples.

Appendix 10

Item	Outstanding Work
32 Decorative Lights - Main Restaurant	Replace circular lights in forward area of the restaurant with originally specified lights (per Notholt - no substitutions). If Quark decides to change, total price of replacements not to exceed price of originally specified lights).
33 Decorative Lights - Panorama Lounge	Replace reading lights with originally specified lights (Notholt spec - no substitutions)
34 Decorative Lights - Panorama Lounge	Replace light panel above bar with originally specified luminous ceiling (film and plexiglass). Product is white (foil) ledTec.flex P50 with a translucent white diffuser Reco of the Specific Plexiglas polycarbonate to meet the USPH certification. The total height can be 2cm up to 3cm in total. Plexiglass from Rohm: https://www.plexiglas.de/en/products/plexiglas/plexiglas-led or polycarbonate if satisfying ledTec spec. Brodosplit to align number and placement of video converters with Quark.
35 Decorative Lights - Lido	Work with Brodosplit lighting broker Tim to choose replacement lights of Quark's choice for above Lido bar. Total allowable price no more than total price for lights at Main Lounge bar.
36 Decorative Lights - Fitness	Replace lights in exercise area (with open ceiling) with originally specified lights per Notholt spec (no substitutions).
37 Lido - Door 7021A	Threshold frame above tile to be flush like 7021-B
38 Lido - Flooring Tile skirting	Top of tile to be finished with metal trim
39 Lido - Bar gutter	Replace with an acceptable standard gutter, ideally pan that accepts same tile as back of bar tiles (vs current with fish and waves). Intermediate supports to be added below to avoid rattling and deformation.
40 Lido - Buffet millwork	Kron top has scratches, misalignment at seams and must be repaired or replaced to new- Back splash has a 90 degree edge that required smoothing and sealing - must be corrected and not just filled. Buffet front- All HPL panels seams are marked showing the joint along the elevation. This must be repaired or replaced. All panel joints must align and be tight. Panel faces must be flush. Metal Corners -some must be redone as some are catching /rough/ not full length - Metal trims must be tight, aligned and sealed.
41 Lido - Buffet kron top	Long hairline crack to be fixed as new
42 Lido - Millwork coffee station	Stainless steel panel installed to close gap between Ullan and side gable must be finished neatly and without visible spots welds and bruising. Underside of piece need to finish cleanly and evenly with cabinet. HPL chipped and broken edge - fill better on corners.
43 Lido - Glass/Mesh Screens on millwork cabinet	Screens Must be secured, corners tight, glass and all frames free of deficiencies (scratches/ Peeling). All millwork HPL must be like new and all corners/joints, tight & cleanly sealed - "touch ups" on frame not acceptable - Must be factory finished, should look like new. Also, push gasket behind the frame-should not be visible.
44 Lido - Millwork throughout including service stations	Ensure alignment of all door and drawer panels and ensure they don't slam.
45 Lido - Bar front tile	Remove tile separators left in during grouting- Ensure grout is full and flush with all tiles- clean tiles
46 Lido - Back bar lighting	All LED lighting to be concealed fully from view/sightlines- Currently top LED lighting angle needs to be redirected downwards to avoid hotspot (not an issue of drawing, just angling adjustment)
47 Lido - Mid-height fixed seating across from buffet	Seats to be removed and replaced, spacing evenly
48 Lido - Tables- Tops & Bases	Tables, bases and plates need to be secured with no rotation / rattling. All tables and bases to be free of scratches, gouges, deficiencies of finish. All damaged tables to be redone with factory finish. Table tops- All tops with deficiencies (scratches, marks, gouges etc) must be re-laminated new with new wood trims
49 Lido - Curtain room divider	Curtains to be installed per spec - Viewed singled sided curtain on site -good fullness - Hysea correcting per spec to be double sided, weighted at bottom and made in 2 separate pieces with the full wave fold including a concealed connector at the top to maintain the accurate consistent dimensions of the wave. Curtains divided on centre of "path of travel" main corridor between table edge and buffet millwork face.
50 Lido - Electrical sockets	All sockets to have cover plates- Covers to be cleaned and installed level and flush to walls throughout - some missing
51 Lido - Sun Sheers	Replace any broken chains. All sun sheers to be fixed with clear fixer as proposed by Hysea.
52 Space 5001 - Ceiling tiles	Install of ceiling panels- All panel joints must align in plan and plane. Trims to be well finished, joints around perimeter, especially the curved trims must be tight fitting and joints aligned with no gaps. Tiles need to be replaced where the cutting edge is exposed and jagged. Space between trim and wall is poorly finished and must be redone. Ceiling tiles are dirty in many areas and must be cleaned properly. As per general comments, scratched or damaged tiles to be replaced with new, factory finish tiles. Solid ceiling Ovals covers that are dirty, have scratches and gouges that must be corrected. Ovals perimeter metal trims must have clean line and edges. Trims must all be painted.
53 Space 5001 - Flooring - floor drainage exposed in corners	Industrial drain- located in seating area on carpet in forward restaurant area exposed to customer sightlines must be finished. Options include pan with perimeter slot surrounding inserted piece of surrounding finished floor or finished metal drain cover, all options to include trim for neat carpet transition.
54 Space 5001 - Flooring - skirting/trim	Joints on caps need to be tight and terminating at the same point. Any carpet skirting that is not straight or caving in must be corrected and aligned.
55 Space 5001 - Columns	Wallcovering - top metal cap/trim must have a tight joint, filled looking seamless. Carpet base to be redone -must be round and not collapsing at the side. Joints on metal trim on top to be fixed and trim at ceiling should be level all the way around.
56 Space 5001 - Window wells and frames	The cover caps on the frame to be same colour as the overall cap/extrusion and must be adhered properly to frame. All joints, edges and panel faces must align. Joints to be sealed. All scratches, and markings to be made like new. Twisted frames, exposed corners, cut open/split must be corrected/replaced like new
57 Space 5001 - Glass and frames throughout	Black framing system for glass must be refinished to look new, removing scratches and marks. All glass must be scratch free with no deficiencies or replaced. Kick bases to be level and finished to the floor.

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Item	Outstanding Work
58 Space 5001 - Banquette seating - millwork wall, bases, etc.	All HPL joints, corners, miters and connections, etc. must be tight and fill clean and tidy. Fix for panel separations and damaged HPL panels/chips needs to be improved-residue must be cleaned and damaged HPL must be replaced.
59 Space 5001 - Banquette seating millwork	Millwork wall of curved banquette area on port side that supports the smoked panel is not straight with glass and filled badly - needs to be replaced. Entire millwork base seems too small for banquette seats - needs to be replaced
60 Space 5001 - Banquette seating	All banquette seats to be fixed properly and must be level along top edge. They cannot be heaving up and/or separating. At millwork wall the return edge of the banquette seat must be fully covered and complete. It must not show a gap or sightline to substructure of seat. Large gaps between sets and between seatback/return and millwork must be corrected, currently unacceptable. Incorrectly fitted seating needs to be fitted properly. Seating too large for millwork base and should be redone to fit seating and to correct all broken HPL and issues with HPL joinery
61 Space 5001 - Glass smoked panels	Must be straight and secured properly. All securing discs to be finished like new and scratch-free with plate behind centred on disc in front. All discs with scratches and marking must be replaced. Glass fronts and edges must be cleaned.
62 Space 5001 - Handrails - Restaurant	In addition to general handrail comments, handrails on port side rough on the inside closest to the wall - must be fixed or replaced.
63 Space 5001 - Service stations - Krion tops	Krion to be like new - no scratches or deficiencies accepted.
64 Space 5001 - Tables	All table bases and plates must be secured to ensure stability, prevent rotation and rattling. All Large round tables (7 B seaters along bow windows) are all vibrating and need additional support and bracing concealed under table. BS/Hyseas to propose solution. All table and bases must be free of scratches and other deficiencies or be factory finished and relaminated.
65 Space 5001 - Window System - Medit - Blackout blinds	All fabrics must be clean and free of dirt and deficiencies and rips. System needs to be regulated so all move/start/stop together and all buckling of blackout blinds smoothed and removed while still providing full seal all around. The fabric may need to be adjusted/shortened to stop the buckling
66 Space 5001 - Electrical sockets	Cover plates to be installed throughout where missing.
67 Space 5001 - Curtains	All curtains must fold back towards windows at both ends of every curtain. All missing hooks must be replaced. Damaged and deficient curtains must be fully replaced
68 Space 5001 - Kick bases	Port side service station is floating off floor. Kick bases needs to be re laminated with a piece that will reduce gap and then filled (similar to back wall of wall) and sealed from moisture damage wherever gaps exist.
69 Space 5001 - Starboard side white door	All scratches and deficiencies must be corrected by factory finish - Door Does not close - needs to be corrected or replaced new.
70 Sauna - Entrance wood surround	All joints to be aligned, leveled, filled, sanded, smoothed
71 Sauna - Threshold	Incomplete- Immediate area at entry needs to be finished properly, eliminating gap. Should be aligned with wood floor
72 Sauna - Floor wood planks	Needs to be levelled and secured to eliminate movement and noise
73 Sauna - Tile floor	Needs to be levelled and grouted.
74 Sauna - Bench corner joint	Upper bench corner joint must be tightened (lower bench shows proper execution)
75 Sauna -	Needs to be filled, sanded, made like new
76 Sauna - Bench support	Benches must be fully supported by the floor. Where not touching the floor, seat needs to be adjusted remaining level and legs/supports need to be added.
77 Sauna - LED lighting on underside of bench	Must be made continuous and uninterrupted for full length of lower bench, currently 400mm interrupted on curved corner.
78 Sauna - Glass door	Clean up gasket/seal on mid section of door between hinges. Any seal must be fully adhered and straightened. Paint/markings on edge of door must be removed.
79 Sauna - Glass door exterior handle and hardware hinges	Must be black as per specifications
80 Sauna - Wood walls, throughout	All chips, rough edges, pitted wood must be smoothed, no filler remaining on surface, cleaned and made like new.
81 Sauna - Wood on window boxes	Boards must be flush with trim and finished like new.
82 Sauna - Wood door frame	Interior frame must be tightened (especially jagged corner at right top). Vertical finishing panel on left side - needs to be closed. No green acrylic/spacers should be visible anywhere.
83 Sauna - Window well corners	Must be redone to make neat and eliminate sagging/cracked filler.
84 Sauna - Heater Wood surround	Box in vertical supports to "dress" and supports must be aligned. No visible screws allowed - cover plates required on the interior side.
85 Sauna - Wall mounted thermometer	Rectilinear panels to be secured in more than one point to eliminate movement (we must still be able to remove as necessary).
86 Sauna - Ceiling	Smooth all rough planks and edges.
87 Multipurpose Room - Ceiling hatches	All hatches must be flush with ceiling when closed
88 Multipurpose Room - Column	Address all paint deficiencies.
89 Multipurpose Room - Hatches	Piano hinge needs paint removed
90 Multipurpose Room - Corner Guards	Install corner guards
91 Multipurpose Room - Window System and Fabric	Subject to approval of spec. Brodosplit to confirm remote specs (very important since not hardwired) and to propose structure/placement of a "station" to house remotes for Quark approval - must be secure so remotes cannot be mislaid with controlled access for battery changes - Two extra remotes to be provided for backup.
92 Ready Rooms - Door 2053-C	All scratches and damage on door and frame to be factory finish repaired as new. Magnetic door holder required.

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Item	Outstanding Work
93 Ready Rooms - Door frames 2053 A&B	Fill and smooth gaps in corners & throughout. All frames must be finished like new.
94 Ready Rooms - Ready Room A Door	Apply corner guard trim to match wallcovering colour
95 Ready Rooms - Ready Room Lobby	Ceiling to be cleaned and all damaged (scratched, bent, etc.) panels to be replaced with new factory finish panels. Panel in front of elevator to be replaced (scratched and gouged). Touch up space in-between wall and trim throughout - very messy and dirty.
96 Ready Rooms - Ceiling trims throughout	Area between ceiling perimeter trim and wall is very messy with paint and other areas dirty. Must be cleaned up like new.
97 Ready Rooms - Handrail	In addition to general comments, handrail on wall with digital print with "Ultramarine gross tonnage etc. must be stabilized (check screws etc.)
98 Ready Rooms - HPL at seated bench	Joint on bench under digital screen to be tightened at back.
99 Ready Rooms - Seated bench - fabric	All fabrics must be clean and free of dirt and deficiencies and/or rips. To be aligned in 45 degree corner joint area. Stitching must be straight. Cushions must be secured better. Hysea to screw larger and higher quantity of velcro strip to both seat and cushion.
100 Ready Rooms - Scanning station	Pivot table-mechanism provided will need additional metal supports concealed on underside of top swivel surface with matching HPL around edge to conceal the supports below- bumper must be repositioned to allow the surface to open to 90 degrees. Also surface must be adjusted to align or recess slightly (not stick out in front of top work surface)
101 Ready Rooms - Coffee/Hot Chocolate station	Replace HPL edge - Front left edge chipped- touch up or fill not acceptable
102 Ready Rooms - Benches	Must have concealed cushions/pads to stop the slamming of the seat and panels- to be surface mounted concealed on underside along front edge- clear or match interior colour. All hardware must be regulated to provide alignment and consistent and smooth operation without noise and/or friction. Some hardware currently not operating well. Bench seats to be regulated so as not to hit mirror. Clean seats throughout. All screws to be black factory finish not painted. Caps required to cover all holes and screws in storage area.
103 Ready Rooms - Mirrors and Frames	Touchups on black frames are evident and not acceptable-must be factory finished
104 Ready Rooms - Shackleton digital print	Shackleton digital print to be replaced (ripped)
105 Ready Rooms - Electrical sockets	Cover plates to be installed throughout where missing.
106 Ready Rooms - AGO Doors to 2057 and 2058	2057: Adjust door opener to keep door open. All scratches and deficiencies must be factory finished on all doors. Touch ups not accepted. 2058: Fix exposed silver in porthole. Fix damaged threshold and level with floor.
107 Cabins & Suites - Various	Correct all deficiencies to Quark spec (no substitutions). Deficiencies as laid out herein and on the various applications submitted.
108 All Spaces - All Door types	All doors - Surface finish, frames, thresholds, handles and locking mechanisms (locks, RFID etc.) - All deficiencies on all door parts (including scratches, dents, holes etc.) must be corrected as new-with factory finish- "touch ups" are not accepted. Porthole windows with silver exposed & silicon dripping on perimeter edge to be replaced. Handles damaged, scratched etc. must be replaced with hardware including correct colour of handles per specs. Door stoppers are required to prevent damage to interior finishes- positions of stoppers and magnetic holders to be discussed with Quark prior to final install- Functionality test not part of inspections yet- Doors must all pass Quark inspections
109 All spaces - Millwork- Service Stations- HPL & Krypton, bases	All Millwork corners, joints, connection must be tight and cleanly sealed - All HPL deficient to be replaced (broken, chipped, scratched etc). All scratched and damage to Krypton or solid surface tops must be repaired like new or fully replaced. All kickbases must be to floor and sealed. Angled tile bases must align with floor tile grout and terminate as not to create dirt trap. All hardware (handles, hinges, glides, etc) must be fully secured and run smooth, free of friction and noise. Correct or replace otherwise. All panels (drawer and door panels etc) must be regulated and aligned with consistent spacing everywhere and must not project beyond top surface. All locks must be secured and easy to operate otherwise replace locks
110 All Spaces - Gypsum/Solid Ceilings & Coves	All Ceiling must be clean and fully free of all deficiencies (scratches, dents, misalignment etc). All ceiling trims and joints at perimeter edge must be tight fitting, aligned with no gaps. Space or connection between solid/gypsum ceiling and metal panels and/or trims must be clean, neatly finished with no messy detail, fills or finishing and with no exposed screws. This includes all solid vertical edges of coves too.
111 All Spaces - Metal Panel Ceiling	All Ceiling metal panels must be clean and fully free of all deficiencies (scratches, dents, misalignment etc). All panels joints must align both in plan and plane. All ceiling trims & joints including those at perimeter edge must be tight fitting, aligned with no gaps. Space between ceiling panels and wall must be clean, neatly finished with no messy details or finishing and with no exposed screws. All metal trims around cove ceilings must have clean smooth edges and aligned at joints with no deficiencies. Scratched/damaged panels to be replaced with new factory finished panels
112 All Spaces - Window Treatments- Curtains- Medit System	All curtain fabrics must be clean and free of dirt and deficiencies including rips. The ripple/ wave fold curtains all to be 225% and weighted at bottom. Track must maintain the accurate consistent dimensions for both the wave & ripple fold. Some curtain per spec require to be finished double sided depending on specific location and sightlines. All curtains to be weighted with the exception of roman blinds/curtains. All curtains with chains must have chains secured to window well to prevent rattling.
113 All Spaces - Tile -Floor & Wall	All deficiencies must be corrected with new tile install (scratches, broken tiles, uneven surface etc.). All tiles must be installed level to each other and level across floor or wall. All grout must be filled fully and flush between all tiles and transitions. No gaps, holes, partial fills acceptable. All transitions and trims must be aligned, tight, straight and sealed with no gaps.

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Item	Outstanding Work
114 All Spaces - Wallcovering	All deficiencies in wallcoverings must be corrected or replaced-Install of wall coverings throughout require new replacement of wall covering and reinstallation for all defects, poor install and damage such as but not limited to - soiled/dirt, scratches, gouges, markings, bad joints and obvious seams, rips, glue adhered to surface, bubbling below wall covering surface, poor workmanship in corners, patchwork of wallcoverings, poor details in door surrounds, wrapping of hatch doors, seams that are not plumb vertical. All above are not acceptable and wallcovering must be replaced.
115 All Spaces - Digital Prints- All locations allocated for prints	All deficiencies of digital wallpaper installations must be corrected or replaced. Final execution must be free of bubbles, scuffs, splits, scratches, tears, and glue on surface -All prints must align the image perfectly across the wall. All must be printed and installed full height of wall as graphics intended and sent to BS/Vendors through production files.-Reprint and reinstall is required if all is not met above
116 All Spaces - Hatches, frames, corner guards, trim	All hatches, frames, trims and corner guards to be painted to match adjacent wall finish - all frames must look new with no deficiencies - if multiple colours, Quark to confirm colour NOT vendor.
117 All Spaces - Handrails & Metal Support systems	All handrails, wood and metal need to be fully filled, gaps closed, sanded, smoothed and appear continuous uninterrupted. The ends and of handrails (wood and metal) and metal support below wood including all bracket connections must be smoothed and not projecting beyond the wood top. Final matt protective finish must be applied to wood. Scuffs, peeling scratching, markings, discolouration etc on wood or metal anywhere is not acceptable. All black metal (handrails and frame system) must be smoothed with edges softened and have no gaps, chips, gauges, scratches or any deficiencies otherwise to be factory finished or replaced- No touch ups accepted. All brackets must be welded and with no compromises, firmly secured to walls supported with blocking behind walls. All screws must be present and counter sunk and must be black and factory finished- hand painted screws are not acceptable. Support brackets must have a consistent regular spacing on walls and varying distances of brackets is not acceptable. Bracket spacing of 600mm or less is not acceptable on long walls (walls longer than 2m).
118 All Spaces - Window Treatments- BO/Blinds & Medit System	All BO fabrics must be clean and free of dirt and deficiencies including rips. System must be regulated to ensure all blinds are moving at the same time and sealing all light leaks.
119 All Spaces - Pedimats	Emco Diplomat premium 512 Premium- Anthracite is the specification.- Must be installed with prefabricated pan edge. The current pan edge is not suitable, level, straight or square. The underside of pans must have a dirt matt. Emco Diplomat premium System within pan must be complete filling full pan tight to perimeter edge and cannot be broken and/or torn. Emco pedi mat must be level with adjacent flooring.- All adjacent flooring materials must be completely secured and finished tightly and cleanly up to pan. Broken, torn, poorly filled materials will not be acceptable
120 All Spaces - Hand Sanitizers	Need to be electrical as per spec
121 All Spaces - Flooring	All carpets must be clean, no stains or markings and free of all dirt, debris and deficiencies. Must be like new. Carpets must be flat with no buckling or heaving. Connection and edging of carpet to carpet must be tight, clean and straight lines. Connection of carpet to walls, skirting, thresholds, door frames, tiles, PVC, pedimats and other material must also be tight, clean, straight and aligned with the appropriate transition strip per specification for the application. Any patchwork of carpet must be replaced with full roll. All carpets must be firmly secured to the floor. All flooring below carpets must be properly prepped with no uneven areas PRIOR to install otherwise carpet will need to be removed and under/deck surface prepared properly for reinstall. Carpet damage due to incorrect install, blocking missing, cuts, damage etc is Brodosplits responsibility to replace at no cost to Quark.
122 All Spaces - Skirting & Decorative trims	All skirting must be clean, no stains or markings and free of all dirt, debris and deficiencies. Must be like new. Skirtings must be installed straight and flat with no buckling, caving or heaving. Connection and edging of skirting to carpet must be tight, clean and straight lines. Connection of skirting to walls, door frames, and other skirting materials (tiles, PVC) must be tight, clean, straight and aligned flush on the face with other skirting materials. Must be capped with metal decorative trim that is straight and tight to wall or tight to columns with all corners mitred perfectly and aligned. Misaligned trim must be repaired or replaced. All skirting must be firmly secured to the wall. All walls below skirting must be properly prepped with no uneven areas PRIOR to install otherwise skirting will need to be removed and wall surface prepared properly for reinstall. Skirting damage due to incorrect install, blocking missing, cuts, damage etc is Brodosplits responsibility to replace at no cost to Quark.
123 Retail Shop- Vitrine lighting	BS to provide battery operated lights with rechargeable battery packs in all display cases
124 WC 7003 & 7004- Mirror Millwork	Install mirrors higher per WSD if access to sliding door mechanism can be obtained from behind the mirror as suggested.
125 WC-D7- 7003 & 7004	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
126 WC- RR/C2 -2053 A & B	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
127 Hairdresser 7023	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
128 Retail Shop- Track lighting	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.

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Item	Outstanding Work
129 Retail Shop- POS Showcase lighting	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
130 Retail Shop- Entrance Showcase lighting	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
131 Panorama Lounge - Decorative Lights	Install missing standing lamps per Notholt's specifications- Per WSD's, blocking in floor must be provided and method to secure lamp to deck must be approved by Quark prior to install. All electrical must be provided within 300mm of lamp position per the plan. Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution).
132 Main Restaurant - Decorative Lights - custom fixture above wine bar	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
133 Main Restaurant - Decorative Lights - custom wall mounted fixture at entrance to 5001	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
134 Spa Reception - Decorative Lights - wall mounted lights	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
135 Spa 7020-D - Decorative Lights - wall mounted lights in Quiet Room	Quark to consider Brodosplit-sourced fixtures. If not acceptable at Quark's sole discretion, Brodosplit to replace with original Notholt spec (no substitution). For custom lights, Quark to work directly with Italian manufacturer to approve workshop drawings and samples.
136 Suite-3 & 3A - LED Lighting	Install missing LED lighting in wardrobes per Notholt's circuit drawings.
137 Reception Area- LED Lighting - Ceiling above	Install missing LED lighting per Notholt's circuit drawings
138 All Spaces - All Functionality Testing	All deficiencies recognized/ noted/reported from functionality testing must be corrected like new or fully replaced. This includes without limitation lighting - adherence to Quark circuit specifications, functionality specifications (including dimming, etc).
139 All Spaces - All bars- undercounter/service side- LED lighting per USPH	Install missing lighting undercounter for work surface per USPH and Ulian plans
140 All spaces - all bars- service side faucets	Install new tap to meet usph requirements and fit under counter top
141 Main Lounge - Concealed LED Cove Lighting	Reposition concealed LED lighting lower in cove to fully conceal and to graze across metal panels. Hot spots, reflection and visibility/sightlines to LED fixture not acceptable. All must have a lens and not show exposed diodes. BS to provide a test area for Quarks review and approval. If not successful revert back to the upstand that all covers were supposed to have per WSD
142 Main Lounge - Concealed LED Cove Lighting	Reposition concealed LED lighting to graze across metal wood like panel. Hot spots and reflection of fixture not acceptable. BS to provide a test area for Quarks review and approval
143 All Spaces - LLL Lighting	Address comments as per LLL review
144 Lido - Lighting above high table across from buffet	Replace with same type of fixture as above high tables sourced via Brodosplit broker
145 All Spaces - Small white spotlights (as in the Lido for example)	Replace these fixtures throughout the ship
146 All Spaces - Signage	Brodosplit to reimburse Quark up to the cost of Brodosplit's quote received from third party signage vendor for verified expenditures on decorative and wayfinding signage (Quark will source signage separately)
147 Panorama Lounge - Lighting - recessed downlights in Panorama entry screen	To be replaced with downlights with black nousing; light specs (temp etc.) as per Notholt spec.
148 All Spaces	Brodosplit will schedule inspections, including all relevant functionality inspections (electrical, HVAC, plumbing, etc), for all spaces not officially accepted by application as of the Delivery. Without limiting the foregoing, such spaces to include the Main Lounge and Panorama Lounge. All deficiencies and non-conformities to the Building Contract and Specifications identified in such inspections are to constitute Outstanding Items and be remedied by the Builder.
149 All Spaces - Owners Supply	Brodosplit to move owner's supply items onboard and install as required (including loose furniture)
150 Multipurpose Room - Flooring	If Multipurpose room flooring must be changed vs. specifications, replacement flooring to be agreed with Quark in advance and to meet public space standard as per the SBC.
151 Passenger Suite 6040 - addition of wall and door in entranceway	If additional wall/door to be added, Quark to approve workshop drawings and material specifications of all affected areas. Hardware and finishings to match those used elsewhere in 6040 (no substitutions). Where there are multiple possibilities (for example which door finish or wallpaper to use, since multiple types appear in the space), Quark to choose in its sole discretion within 48 hours of receipt of drawings.
152 If - Yard Obligations	All deficiencies and non-conformities to the Building Contract and Specifications to be remedied by the Builder.

**USPH Construction Inspection based on the USPH 2018 construction
Guidelines by Dawn Adamson**
Please note that not all areas were complete at the time of the
inspection

#	Description	VSP 2018 Reference	Recommendation	Remarks	Follow up	Status
Cross Connection Plan						
2	At present there is no testing records of the Reduced pressure assemblies that have been install on the vessel. Please ensure this is provided to the ship before hand over of the vessel. This is a requirement for Canadian Public Health	23.5 / 23.14	Test all testable backflow prevention devices and record the test results in the cross connection control list. Test Annually (08) BACKFLOW PREVENTION DEVICES requiring testing (e.g., reduced pressure BACKFLOW PREVENTION DEVICES and PRESSURE VACUUM BREAKERS) must be inspected and tested with a test kit after installation and at least annually. Test results showing the pressure differences on both sides of the valves must be maintained for each device.	YARD	QUARK STAFF CAPTAIN	PENDING. Type certificate will be delivered.
Potable Water tanks						
3	Some of the Potable water tanks sample cocks are located in the void spaces and are not easily accessible for the crew as the area will have to be vented and be gas free before anyone can enter the void space. I have asked the yard to provide drawings of the locations of all sample cocks in the void spaces in order that I can send this to USPH for verification if this is suitable or if they need to be relocated as I have spoken briefly to an ex USPH Inspector and they are saying it is not acceptable	22.7.1.15	Install at least one sample cock at least 450 millimetres (18 inches) above the deck plating on each tank. The sample cock must be easily ACCESSIBLE.	YARD	QUARK CHIEF ENGINEER STAFF CAPTAIN	Pls see attached Drawing from MIA. This is not to be confirmed by USPH
4	Ensure a paint certificate is provided to the ship from the yard before the vessel is handed over with the exact paint used, with the curing time and temperature of the paint as this will be required for Canadian Public Health	5.3.1.1.3	Interior coatings on POTABLE WATER TANKS must be APPROVED for POTABLE WATER contact by a certification organization. Follow all manufacturers' recommendations for application, drying, and curing. The following must be maintained on board for the tank coatings used: • Written documentation of approval from the certification organization (independent of the coating manufacturer). • Manufacturers' recommendations for application, drying, and curing. • Written documentation that the manufacturers' recommendations have been followed for application, drying, and curing	YARD	QUARK CHIEF ENGINEER STAFF CAPTAIN	PENDING
Disinfection of the Potable water tanks						

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#	Description	VSP 2018 Reference	Recommendation	Remarks	Follow up	Status
6	Before the ship is put into service ensure that complete disinfection has been carried out as per the USPH guidelines, this must be documented and a record given to the vessel in order to show to any inspecting body and is a requirement for Canadian Public Health	22.10.1 22.10.2 22.10.3	Clean, disinfect, and flush potable water tanks and all parts of the potable water system before the system is placed in service. Ensure that disinfection is accomplished by using a 50-mg/L (50-ppm) free chlorine solution for a minimum of 4 hours. Ensure that only potable water is used for these procedures. Prior VSP agreement is required if alternative approved disinfection practices are used. Provide written documentation showing that a representative sampling was conducted at various plumbing fixtures on each deck throughout the vessel (forward, aft, port, and starboard) to ensure that the 50-mg/L (ppm) free chlorine residual has circulated throughout the distribution system to include the distant sampling point(s)	QUARK	QUARK, CHIEF ENGINEER, STAFF CAPTAIN	PENDING, in progress
7	Far Point Potable Water system As the system is not fully operational it is unclear if the data loggers installed on each far point are capable of the requirements set out in section 22.14.2.8. Written documentation must be held onboard to verify that the system is secure, this is a requirement for Canadian Public Health, the ship yard need to provide this to the ship	22.14.2.8	Free Halogen Analyser: Chart Recorder Provide continuous recording free HALOGEN analyser-chart recorder(s) that have ranges of 0.0 to 5.0 MG/L (ppm) and indicate the level of free HALOGEN for 24-hour time periods (e.g., circular 24-hour charts). Electronic data loggers with CERTIFIED DATA SECURITY FEATURES may be installed in lieu of chart recorders. Acceptable data loggers produce records that conform to the principles of operation and data display required of the analog charts, including printing the records. Use electronic data loggers that log times in increments of <15 minutes. Written documentation from the data logger manufacturer, such as a letter or instruction manual, must be provided to verify that the features are secure.	YARD	QUARK, CHIEF ENGINEER, STAFF CAPTAIN	PENDING, NOT CLEAR FOR US, TO BE VERIFIED
8	As the system is not fully operational it is not clear if the far points are alarmed to indicate low or high halogen levels, please ensure this is tested and is working before the hand over of the ship	22.14.2.6	Provide an audible alarm in a continually occupied watch station (e.g., the engine control room or bridge) to indicate low or high free HALOGEN readings at each distant point analyser.	YARD	QUARK, CHIEF ENGINEER, STAFF CAPTAIN	PENDING, NOT CLEAR FOR US, TO BE VERIFIED
9	Potable Water ISO The potable water lines in the engine room are not at present colour coded in accordance with ISO 14726, ensure this is completed by the yard before the hand over of the ship	22.1.1	Stripe or paint potable water lines either in accordance with ISO 14726 (blue/green/blue) or blue only	CHIEF ENGINEER STAFF CAPTAIN	QUARK, CHIEF ENGINEER, STAFF CAPTAIN	PENDING

#	Description	VSP 2018 Reference	Recommendation	Remarks	Follow up	Status
10	The permeate and distillate lines in the engine room are not at present colour coded in accordance with ISO 14726, ensure this is completed by the yard before the hand over of the ship	22.1.2	Stripe or paint distillate and permeate water lines directed to the potable water system in accordance with ISO 14726 (blue/Gray/blue).	CHIEF ENGINEER STAFF CAPTAIN	QUARK, CHIEF ENGINEER STAFF CAPTAIN	PENDING
11	Ensure all chilled water lines are striped in accordance with ISO 14726, ensure this is completed by the yard before the hand over of the ship	22.1.6	Identify refrigerant brine lines and chilled water lines in all FOOD AREAS with either ISO 14726 (blue/white/blue) or by another uniquely identifiable method to prevent CROSS-CONNECTIONS	CHIEF ENGINEER STAFF CAPTAIN	QUARK, CHIEF ENGINEER STAFF CAPTAIN	PENDING
12	There are many small diameter potable water lines in pantries and lockers; crew and main laundry facilities, deck hose water lines throughout the ship that are not striped blue to indicate potable water, ensure this is completed by the yard before the hand over of the ship	22.1.1	All potable water lines must be striped or painted either in accordance with ISO 14726 (blue/green/blue) or blue only. Striping is not required in food areas of the vessel because only potable water is permitted in these areas.	CHIEF ENGINEER STAFF CAPTAIN	QUARK, HOTEL MANAGER	PENDING
Potable Water Potable Water Bunker Station						
Potable Water Distribution						
19	At present there is no sample line installed for the distribution systems in Deck 0 forward and Aft, this still has to be completed	22.14.2.1	Provide an analyser controlled, automatic HALOGENATION system. Install the analyser probe sample point at least 3 meters (10 feet) downstream of the HALOGEN Injection point. The analyser must have a sample point for calibration. A static mixer may be used to reduce the distance between the HALOGEN injection point and the HALOGEN analyser sample point. Ensure the static mixer is installed per the manufacturer's recommendation. Provide all manufacturers' literature for installation, operation, and maintenance.	YARD	QUARK, CHIEF ENGINEER STAFF CAPTAIN	Installed but not completed
Potable Water Production station						
20	At present there is no sample line installed for the potable water production in order to calibrate the analyser, this still has to be completed		Halogen Injection Control HALOGEN Injection by a flow meter or an analyser with a sample point located at least 3 meters (10 feet) downstream of the HALOGEN Injection point. Installed analysers must have a sample point to calibrate the analyser. A static mixer may be used to reduce the distance between the HALOGEN injection point and the sample cock or HALOGEN analyser sample point. Ensure that the mixer is installed per the manufacturer's recommendation. Provide all manufacturers' literature for installation, operation, and maintenance.	YARD	QUARK, CHIEF ENGINEER STAFF CAPTAIN	Installed but not completed
Potable Water Bunker						

#	Description	VSP 2018 Reference	Recommendation	Remarks	Follow up	Status
21	At present there is no sample line installed for the potable water bunker in order to calibrate the analyser, this still has to be completed		Halogen Injection Control HALOGEN Injection by a flow meter or an analyser with a sample point located at least 3 meters (10 feet) downstream of the HALOGEN Injection point. Installed analysers must have a sample point to calibrate the analyser. A static mixer may be used to reduce the distance between the HALOGEN injection point and the sample cock or HALOGEN analyser sample point. Ensure that the mixer is installed per the manufacturer's recommendation. Provide all manufacturers' literature for installation, operation, and maintenance.	YARD	QUARK, CHIEF ENGINEER, STAFF CAPTAIN	Installed but not completed
22	Ventilation Ensure the ship yard provides the vessel with the written balance test of the ventilation system, the records that have been presented already were not complete	33.2.5	Written Balancing Report Provide a written ventilation system balancing report for areas listed in sections 33.2.1.1 through 33.2.1.6 that demonstrate negative air pressure.	YARD		IN PROGRESS
	Garbage Processing Areas					
	Bucket Filling Stations					
	Bistro Bar area					
	NEW The installed Faucet have gaps at the base and need silicon		Apply Silicon	ULIAN /YARD		PENDING
	Bistro Waiters station					
	Bistro Buffet area					
36	There was insufficient lighting levels above and around the buffet counters	19.1	Provide a minimum of 220 lux (20 foot-candles) of light at the work surface level in all food preparation, food service, and ware washing areas when all equipment is installed	YARD	QUARK, CHIEF ELECTRICIAN, HOTEL MANAGER	Lighting provided as per tech spec. Further investigate for USPH improvement/ compliance.
	Bistro Galley					
43	There was not enough lighting above the hand wash sink in the bistro galley	19.1	Provide a minimum of 220 lux (20 foot-candles) of light at the work surface level in all food preparation, food service, and ware washing areas when all equipment is installed	ELECTRICIAN/ YARD	QUARK, CHIEF ELECTRICIAN, HOTEL MANAGER	Lighting provided as per tech spec. Further investigate for USPH improvement/ compliance.
47	There is a large gap next to the wine fridge in the bistro galley area	6.4.2.2	Cover all GAPS greater than 3 millimetres (1/8 inch) with appropriate profile strips	ULIAN	QUARK, STAFF CAPTAIN, HOTEL MANAGER	IN PROGRESS
GENERAL	All gaps over 3 mm need to be closed IN ALL AREAS					IN PROGRESS
Bistro Dish wash area						
GENERAL	All gaps over 3 mm need to be closed IN ALL AREAS					IN PROGRESS
Crew Mess						
Crew Mess Dish wash area						

#	Description	VSP 2018 Reference	Recommendation	Remarks	Follow up	Status
GENERAL	All gaps over 3 mm need to be closed IN ALL AREAS					IN PROGRESS
Crew Galley						
	There is no lighting installed above or around the rational ovens	19.1	Provide a minimum light level of 110 lux (10 foot-candles) behind and around equipment as measured at the counter surface or at a distance of 760 millimetres (30 inches) above the deck (e.g., ice machines, combination ovens, beverage dispensers, etc.).	ELECTRICIAN/HOTEL MANAGER	QUARK, CHIEF ELECTRICIAN, HOTEL MANAGER	Lighting provided as per tech spec. Further investigate for USPH improvement/compliance.
64				YARD	QUARK, STAFF CAPTAIN, HOTEL MANAGER	IN PROGRESS
65	There were large gaps noted at the back and top side of the proofing cabinets	6.4.2.2	Cover all GAPS greater than 3 millimetres (1/8 inch) with appropriate profile strips	ULIAN		IN PROGRESS
GENERAL	All gaps over 3 mm need to be closed IN ALL AREAS					IN PROGRESS
Provisions						
GENERAL	All gaps inside the walk ins reefers/ prep rooms have gaps over 3 mm					IN PROGRESS
Crew Bar						
NEW	BAR FLOOR HAS NO GROUTING			YARD	HOTEL MANAGER	PENDING
Integrated Pest Management						
76	There were zipper fly killing machines just about to be installed in many locations in the main galley (this was addressed to Uliam nut to fit them	8.2.2.1 operations manual	Insect-control devices that electrocute or stun flying insects are not permitted in FOOD AREAS	ships/ staff/ ultrastat	Quark, Staff Captain, Hotel Manager	PENDING
	There is no Integrated Pest Management (IPM) system in place at this time on board the ship; there are no traps, chemicals, fly control units. Each vessel must have an IPM plan to implement effective monitoring and control strategies for pests aboard the vessel		to be implemented by the ship	ships/ staff/ ultrastat		PENDING
77	House Keeping					
	It was noted that there is no ISO striping on the hot and cold water lines coming from the laundry washing machines	21.1.1	Stripe or paint potable water lines either in accordance with ISO 14726 (blue/green/blue) or blue only	YARD	QUARK, STAFF CAPTAIN, HOTEL MANAGER	PENDING
MAIN GALLEY DECK 5				YARD	HOTEL MGR	in progress
GENERAL	All gaps over 3 mm need to be closed IN ALL AREAS					

Date: **25 May 2021**

Dear Dalibor

1. We write to confirm that Vinson has reached the conclusion that, in order to ensure the timely and proper completion of the outstanding work onboard the Vessel, the Vessel will need to move to an alternative shipyard, in Trieste (the "**New Location**"). Consequently, the Vessel will not be returning to Brodosplit.
2. This decision was not reached lightly, but rather has been forced upon Vinson by the Yard's actions. As a general comment, it has become obvious to Vinson (and indeed has been confirmed verbally by various members of the Yard's staff at different points) that since delivery on 1 April 2021 the Yard has adopted a consistent policy of obstruction and non-cooperation with Vinson, in the belief that this would pressure Vinson into dropping its potential arbitration claims arising from the Yard's failure to deliver the Vessel by the delivery date specified in the SBC (as amended by CCO 33).
3. We now turn to consider the various Yard actions which have been intended to pressure Vinson, and which have ultimately forced Vinson to relocate the Vessel to the New Location.
4. **First**, the Yard's behaviour towards Vinson's staff and contractors has been exceptionally poor. For example, but not limited to:
 - a. The Yard's refusal to allow staff/contractors to access the Vessel following delivery, either by (i) outright (and entirely unjustified) refusal to allow certain staff (e.g. Niksa Cizmic) to access the Vessel, (ii) threats or previous attempts to do the same (e.g. in relation to Ante Pavicic and Jake Morrison) or (iii) insisting that staff/contractors (who had of course already been working on the Vessel for many months/years) sign up to wholly unacceptable terms before being granted access;
 - b. The entirely inappropriate allegations and threats made by the Yard's Don Marshall to our contractors, for example Amptown, which resulted in those contractors leaving the project; and
 - c. The constant allegations of incompetence/bad faith on the part of any of Vinson's staff or advisers who correctly disproved the Yard's incorrect actions and assertions.
5. **Second**, the Yard's repeated refusal to be honest and transparent with Vinson. For example, in relation to the VAT/customs issue the Yard:
 - a. Repeatedly shifted the alleged deadline for the Vessel to enter international waters (it was 10 May, then 14 May, then 20 May and then 21 May);



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- b. Failed to provide any coherent justification for the various alleged deadlines after repeated requests (various pretexts relating to the Croatian customs authorities were put forward over several weeks, before the Yard abruptly stated it was an internal VAT-filing requirement);
 - c. Refused to provide many of the documents passing between it and the customs authorities; and
 - d. Eventually resorted to threats against Vinson, to try and coerce Vinson into agreeing to move the Vessel into international waters (i.e. "export" it).
- 6. Further, having taken local advice it is clear that even if there was a hard deadline for the Vessel to be "exported", this deadline was created by the Yard and could have been extended or removed at any time by the Yard. We can therefore only presume that the Yard deliberately created the deadline (or the impression of a deadline) in order to put further pressure/inconvenience onto Vinson. The Yard's actions, and complete failure to be open and honest, meant that Vinson was never able to take full and proper local advice and therefore could not be confident that there would not be any further negative consequences if the Vessel returned to the Yard after being "exported".
- 7. **Third**, the Yard has entirely failed to perform its warranty obligations under Clause XIII of the SBC, ignoring all notifications from Vinson (some 39 in total, at the time of writing) in relation to warranty work that was required. Notwithstanding that, the Yard's warranty obligations are of course unaffected by the Vessel's relocation to the New Location. In that regard, Vinson hereby confirms that it will cover the costs of relocating the Guarantee Engineer to the New Location. To be very clear, the relocation to the New Location is not in any way a dismissal or "disembarkation" of the Guarantee Engineer as set out in Clause XIII(2).
- 8. **Fourth**, the Yard has entirely failed to perform its obligations under CCO 33, which as the Yard is well aware entitles Vinson to free layup and various Yard services until September 2021. Instead of honouring its obligations under CCO 33, the Yard:
 - a. Argued (without any justification) that Vinson was somehow not entitled to the benefits conferred by CCO 33; and
 - b. Demanded that before Vinson could enjoy the benefits of CCO 33 (for which Vinson has of course paid EUR 2 million) it was required to enter into various unnecessary further agreements with the Yard, all of which (the Yard insisted) would have contained new, more onerous, unrelated and wholly unacceptable terms and conditions clearly intended to allow the Yard to (i) charge unjustified sums to Vinson and/or (ii) obstruct or otherwise apply further pressure to Vinson and its contractors in relation to the performance of works onboard the Vessel.

9. **Fifth**, despite Vinson's clear entitlement to free lay-up until September 2021, the Yard has issued an entirely baseless "request for payment" dated 4 May 2021 in respect of the Vessel's continued presence at the Yard. The Yard's claim that it is somehow required to charge for this under Croatian law is misconceived, as local legal advice has confirmed. Further, close inspection of the invoice reveals that it contains numerous incorrect, fabricated and otherwise inapplicable charges. To be clear, the invoice is entirely rejected by Vinson.
10. **Sixth**, the Yard has failed to comply with the undertaking given by the Yard to Vinson in Appendix 10 of the Protocol of Delivery and Acceptance dated 1 April 2021 (the "**Undertaking**"). In this regard:
- a. As clearly stated in the Undertaking, the Yard undertook to complete all of the outstanding works listed in Appendix 10 (the "**Outstanding Items**") within one month, i.e. by 1 May 2021 (save for a few limited exceptions where a longer date was agreed);
 - b. However, in breach of that obligation, as at the date of this letter the vast majority of the Outstanding Items are either poorly completed, incomplete or not even commenced. In this regard please see the enclosed schedules, which sets out those items that remain to be completed, or completed properly (the items not marked in green on the attached). It should be noted that these schedules were difficult to compile due to the Yard's repeated failures to provide (in response to numerous requests from Vinson) information regarding its progress on the Outstanding Items.
 - c. The Yard has no justification for its failure to complete the vast majority of the Outstanding Items by 1 May 2021, nor for the very slow pace at which its workers were proceeding in relation to completing the Outstanding Items. Put simply, nothing has taken place since the Yard provided the Undertaking which would excuse the Yard from completing the Outstanding Items by 1 May. In this regard:
 - i. Vinson never agreed any alteration to the 1 May 2021 deadline, or any other deadline stated in Appendix 10;
 - ii. Contrary to what the Yard has alleged in correspondence, the fact that Vinson has the option under CCO 33 to lay the Vessel up at the Yard until September 2021 (thereby accepting, in contrast to the Yard's stated position at other times, that Vinson is entitled to the benefits of CCO 33) has no bearing on the Yard's obligations under the Undertaking;
 - iii. Also contrary to what the Yard has alleged in correspondence, there has not been any late or incomplete delivery of Owner's supplies, and certainly not anything in this regard that would affect the pace of the Yard's work on the Outstanding

Items. In reality (and as discussed in separate correspondence) the Yard has, unlawfully and plainly with the intention of further pressuring/inconveniencing Vinson, adopted a policy of refusing to hand over Owner's supplies which have arrived at the Yard; and

- iv. The Yard's suggestion that it can somehow be excused performance in relation to six elements of its work on the Outstanding Items on the basis of "force majeure" is without merit in circumstances where:

1. The Undertaking contains no force majeure (FM) mechanism;
2. The FM regime in Clause XII of the SBC (which the Yard argues is applicable) solely relates to delays to delivery, which took place on 1 April 2021. Consequently, that FM regime is of no further relevance; and
3. Even if that were wrong, the Yard has failed to explain the basis of its purported FM claims, or how they comply with the requirements of Clause XII. For example, with one partial exception the Yard has made no attempt to explain the nature of the alleged FM event (merely stating "*events beyond our control*"), nor explained how the six alleged FM events all took place within 14 days of the purported FM notices (all sent as a single pdf on 30 April 2021, i.e. the day before the Undertaking deadline).

- d. In summary therefore, the Yard is in clear breach of its obligations under the Undertaking, and has appeared to have little or no interest in completing the Outstanding Items at any stage.

11. Taken together, the Yard's actions constitute a clear repudiatory breach of the Undertaking. In the circumstances Vinson is (as it is entitled to do whether or not the Yard is in repudiatory breach) removing the Vessel to the New Location so that the Outstanding Items can be completed. Because of the Yard's breaches, Vinson is entitled without further delay to arrange for the Outstanding Items to be completed by third parties and recover that cost from the Yard. However, without prejudice to its primary position and in a final effort to mitigate loss, Vinson is willing to permit the Yard a final opportunity to perform its obligations under the Undertaking at the New Location. However, it requires that the Yard confirms by 28 May 2021 that it is willing and able to mobilise personnel to carry out that work and that the work can be completed (with regular and transparent updates regarding progress provided to Vinson) by no later than 18th June 2021 which is the latest Vinson can accommodate. If you do not respond positively, Vinson will have no choice but to assume that the Yard is unable or unwilling to complete the Outstanding Items and will make its own arrangements in this regard. In that event, Vinson will catalogue any Yard equipment that may remain onboard and will transport back to



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the Yard as soon as possible. We trust that the Yard will do likewise with any Vinson property remaining at the Yard.

12. The above is merely a sample of the numerous ways in which the Yard has repeatedly breached its obligations and obstructed and pressurised Vinson at every opportunity. It is clear that the Yard has no interest in complying with its obligations and completing the Vessel. Instead, the Yard is clearly focussed on extracting as much money from Vinson as possible, while forcing Vinson to drop its potential arbitration claims.

13. Vinson hereby reserves all of its rights, including but not limited to the right to commence arbitration proceedings against the Yard in relation to (a) the delay to delivery and (b) Vinson's losses as a result of the Yard's subsequent failures to comply with its obligations.

Kind regards,

Malcolm Ellis

For and on behalf of Vinson Expeditions, LLC

Dear Malcolm,

May 28, 2021

Ref your letter dated 25 May 2021

We are in receipt of your letter dated 25 May 2021 from Vinson Expeditions LLC. We begin by noting our disappointment at your behaviour in the last few weeks culminating in the deceptive removal of the vessel from our Yard without notice. We are very sorry that your actions are creating tangible damages to all parties. It seems clear to us that these actions were entirely motivated by a realization that the transaction between Vinson and Compass had the possibility of attracting VAT, as you arranged it. For the record we note that the following events have occurred either directly or indirectly as a result of your actions:

- a) You have violated Port State Control directives by deliberately filing a false declaration
- b) Similarly, the effect of this on the Customs declaration is likely to have consequences
- c) You are in breach of some of the terms of both the SBC and our agreement to perform works as described in the Undertaking.
- d) We are obligated to report the stolen material you have appropriated when the vessel left Croatia permanently as opposed to its planned short test trip to International waters and back
- e) We are suffering damages caused directly by your removal of the vessel contrary to our agreement, as the workers and material were all prepared to re-commence works on May 25th at 7:00 according to the agreed plan
- f) We have suffered severe reputational damage as the media outlets are not distinguishing between Quark and us regarding the unlawful acts performed in your export of the vessel.

Although many of your statements and queries in your letter are merely repetitions of matters that have been previously explained to you, along with fictional matters to justify your unreasonable action, we will nevertheless answer these again. We do this hoping that someone will carefully read this and develop an understanding of the matters and for the record.

We reserve all our rights at law and otherwise.

We address your various allegations below:

- 1) Permission for the vessel's departure from Split was based on false declarations to Port and other authorities, and without proper notification to the yard. It is a sorry reflection on the culture and ethics of your company. This is further demonstrated by the fact that Andrew White asked us to delay our obligation to inform the Croatian tax authorities that the export had not occurred, a request with which we reluctantly complied.
- 2) Your allegation that the Yard has been uncooperative is strenuously refuted. We have faithfully pursued the fulfilment of all of our obligations, but have not offered you any additional "free meals", or other concessions. It is a simple fact that upon delivery on April 1st the legal and tax status of the vessel changed, and the Yard of necessity began operating under the required terms as operator of the special port. This meant implementing new procedures as it relates to the regulation of personnel in the port as well as complying with ISPS rules.
- 4) a) Following delivery of the Vessel, it is correct for the Yard to limit access to certain persons and to exclude persons who have not behaved correctly according to the contractual procedures. The Yard properly excluded 2 individuals who repeatedly behaved poorly despite repeated warnings of the consequences if behaviour was not improved.

The Yard is equally correct to require that contractors sign up to the Standard Terms and Conditions. These conditions apply to all sub-contractors within the shipyard as well as ships personnel. That your staff found this surprising illustrates the lack of experience of your team in the practises applicable working in a Shipyard and being active crew in a Port.

The Yard has an obligation to fulfil ISPS requirements for Port State Control for vessels owned by 3rd parties. No one in your company seems to appreciate the differences in status as to when the vessel was owned and being built by the Yard, compared to post delivery when it is owned by a 3rd party and when there is no longer a shipbuilding contract in place.

b) Mr. Marshall criticised Amptown for delivering a document to you, used as part of your rejection of the vessel which was demonstrably false, and invited them to state whether it was produced in error or as a deliberate action at Quark's direction. This allegation stands.

c) We deny your generally unsubstantiated allegations contained in Item c. It is a matter of record and a simple fact that there is very little experience on Quark side in the Construction or Operation of ships.

- 5) a) The Vessel was built under a standard Inward Processing Procedure (So-called IPP). Such procedures are normal in shipbuilding. The IPP creates an artificial VAT free zone. It is a condition of any IPP that on delivery the Vessel must be exported within a short time. The Yard furnished you the available information regarding export requirements and deadlines. The drifting deadline for the simple exit and return was a function of our ongoing negotiations and discussions with Customs and Tax officials, begging for more time, generally because of Quark's failure to address this matter. This is standard procedure and would be well known to anybody experienced in shipbuilding. Matters of EU and Croatian tax Law and Regulation are not for the Yard to explain to Quark, rather you should be guided by your experts on the rules surrounding VAT, and ownership transfer of vessels according to internationally accepted practice and governing laws. **The Contract clearly provides that the vessel will leave within 5 days from delivery.**

We were trying to resolve this issue since March and you just keep repeating the same questions and asking for more unspecified documentation, which documentation does not exist. This issue concerns the matter of Croatian VAT and custom laws and rulebooks. The first deadline we announced was 30 days from the Delivery Date and this was at the beginning of March. We are not sure why, but at that time you (your legal counsel Paul Milford) did not request any further explanation about the fact that the Vessel had to depart to international waters within 30 days. That is the only correct deadline. All these further deadlines were indeed a prolongation of this initial one that you announced to you in adequate time. All these further prolongations were an attempt by the Yard to get additional time to export the Vessel, close IPP and to reach agreements with Quark with all documentation necessary for a new IPP. As we could not reach agreement, we have requested customs for a prolongation until September, but that was without success and it put us (and you) in a very uncertain position. We were always at your and your legal counsels disposal with regards to this matter and ALL DOCUMENTATION related to the export of the Vessel has been delivered to you.

b) It is an indictment of the qualification and experience of the Quark team that the Yard had to explain many times the International and EU Customs and VAT rules and regulations. Quark failed to pay attention to this or to take the necessary advice from qualified persons. Your failures put the Yard at great risk and necessitated delicate negotiation with the Customs and Tax Authorities.

c) The Yard has provided you with all the necessary and pertinent documents that relate to your vessel and its export. You were repeatedly asked what additional documents you considered you needed and always failed to answer. All of the VAT and TAX matters are the subject of Croatian and EU Tax Laws and regulations. It is not the responsibility of the Yard to attempt to describe all the facets of this that relate to Vinson's situation. Vinson was made aware of the issue and should rely on its professional advice. Further, the rules that concern the export of the vessel from EU are abundantly clear and available on the EU website describing the IPP procedure in general.

d) The requirement to export the vessel was to fulfil the contractual obligation to avoid the payment of VAT on the transactions. There were no threats, rather an explanation of the likely result and investigation by the Tax authorities if the export did not take place. The VAT consequences should be obvious to you and you were advised many times to take advice on this. Your failure to undertake this responsibility cannot be justification for your actions.

- 6) Your statement here is wrong. As explained to you many times in writing, BIS is obliged to follow the prevailing TAX and VAT reporting obligations as a matter of law. The deadline is created by the prevalent Taxation and VAT reporting rules as explained to you many times in writing, and we provided you with written guarantees that there would be no further VAT



consequences once the vessel was duly exported. Paul Milford was advised of this directly in writing many times and invited to take advice. Despite your assertions, we know from contacting your local attorneys that no enquiry was made towards them prior to April 1, 2021. Indeed Paul Milford expressly in writing forbade Estera from contacting local lawyers to help them understand the matter. This seems like a thin veneer of excuse for exceptionally poor performance on your part. The written records will bear this out.

7) The Yard cannot correctly perform its Warranty obligations, until we fulfil the Warranty Protocol as agreed. The Yard offered you many times an agreement for the services of the Guarantee Engineer and proffered a simple generic agreement to put this in place, which you steadfastly refused to sign. Instead you insisted that the function was fully provided in the SBC and no further agreements were necessary. Dino Dundic was the originally assigned guarantee engineer who met regularly with your team to assess the claims. **Your statement that the Yard has not dealt with any of these claims is false – a review of claims shows that we resolve 12 of 18 claims regarding Engine and 14 of 23 regarding Decks.**

The Yard considers that your duplicitous departure and change of location has the effect of "disembarking" the Guarantee Engineer unilaterally and thus we consider our Guarantee withdrawn, and reserve all of our rights with regards to this.

Further your attention is drawn to the following Clause from the SBC.

Under the provisions of this Clause the Builder shall repair, renew, replace or correct as necessary, within the limits of this Clause, at its works, or at another works in Croatia at Builder's option, all defective workmanship and material in the Vessel, its machinery and equipment (excluding only defects in Buyer's Supplies), and any deficiency in the same to perform the contractually specified functions, provided the same are discovered and are notified in writing to the Builder by the Buyer within the Warranty Period and the last notification, if any, can be done the first day after the Warranty Period expired and provided that the causes of such

For the avoidance of doubt, we do not opt to perform such works (if any) anywhere else in Croatia, only at the Brodosplit yard, all as provided in the SBC.

8) The yard was undertaking these works upon availability of material in anticipation of Quark signing the assignment agreement. In the absence of an assignment agreement, we deny that the Yard is under any obligation to perform this work or provide the services outlined in CCO 33 as Vinson has no contractual claim to CCO 33. By Vinson's own hand you sought to attain an assignment agreement, but were unable to agree the terms offered. The contracting parties to SBC were Brodosplit and Polaris and all rights from SBC have to be assigned from Polaris to Vinson (or Compass), similar to the Warranty obligations and Undertaking. CCO 33 should have also been assigned to Vinson. We had almost agreed Assignments and Assumption Agreement for CCO 33. When we realized that all negotiation for lay-up of the Vessel until September was from your side in bad faith and we realized you had no intention to agree a lay up agreement, and we added a condition in the assignment agreement that the agreement will become effective when the lay up agreement is signed. You refused that and it was clear proof of your real intention. For the record, the lay up agreement was necessary for performance of services on the vessel in accordance with custom and tax regulation, after the return of the vessel.

Those works provided for in CCO 33 that were included in the Undertaking were all in progress at the time of your un-announced surreptitious departure.

Vinson paid €2M (a discounted amount) for the CCO 33 matters that formed part of the agreement, namely numerous changes to the Interior Specification made by Quark Staff. The fact is that the additional items were goodwill gifts from the CEO, and were all offered at no charge, despite there being no obligation to do so. By way of example, the Balcony Doors that were signed off by Quark at the size as installed. The Yard as a matter of goodwill and for its reputation took it upon itself to offer to correct Quark's clear mistake. Despite the agreement



and what was written in CCO 33, Quark took a further 2 months to agree the new drawing that was included with CCO 33, so any delays to this matter are clearly the responsibility of Quark.

Contrary to your assertion, the Yard has completed more than 159 out of 298 items, and this has been documented and agreed with your staff on board.

b) Your assertions regarding the application of Standard Terms and Conditions, and Standard Port Tariffs are completely wrong. Quark failed to understand the distinction contractually and responsibility and liability-wise between a vessel under construction "owned" by the shipyard and works performed on a vessel owned by a 3rd party. This failure is entirely Quarks and stems from the lack of experience of ship-builds in the Quark team. It was clear that Quark wanted to extend what was described in CCO 33 as "Free Layup", to include all services and facilities. This is clearly documented in the Milford Draft of the Lay-up agreement and further illustrates the intention of having more "free meals" and the lack of experience of ship-building or dealing with a shipyard. The Yard's obligations were heavily negotiated and clearly and precisely described in CCO 33. The Yard was under no greater obligation to "give" anything else. Quark stated in various telecons "According to our opinion we should have all of this for free". There is no foundation for such an opinion and it is a commercial nonsense. The minutes of this meeting clearly reflect this discussion and Quarks unreasonable position.

The Yard denies that we have done anything to interfere with anyone's work on the vessel

9) The Yard did not charge Vinson for lay-up, rather we charged only for those services not provided as Free and Included in the CCO 33 agreement. The Invoice is based on services performed and the Standard Port Tariff for such services which had been brought to your attention before the services were provided. The Port Tariff was delivered to Quark many times and clearly explained. The invoices will be issued for the provision of requested and required services according to the standard tariffs. The Yard operates the port as a Special Port under the terms of a concession agreement, which regulates the manner in which vessels can be in the yard. The concession is a public document, and requires the Yard to publish a Standard Port Tariff, and pay a concession fee to the government based on the Standard Tariff Sheet. The Yard offered in discussion with Quark to come to an arrangement over certain fees, such as Fire Watch and Security, which Quark never pursued.

To be clear the invoices when issued and delivered are valid and the Yard reserves all of its rights to collect on these invoices according to International Maritime Law.

- 10) a) The Yard has been performing the works in the Undertaking, according to availability of materials and according to the undertaking which says **May 1 or other dates as agreed**. Vinson has been continuously advised of this and **Vinson has agreed to longer delivery dates for some significant works in writing**. In addition the Yard has submitted Force Majeure Claims according to the terms of the SBC under which the Undertaking was given. A review of your correspondence reveals a deliberate change of approach in mid-May leading up to your departure under deceitful circumstances.
- b) The Yard finds your schedules manifestly in error, and once again following a pattern of behaviour of creating self serving documents. Our records, photographs and reports from Professional Advisers show a very different state of completion compared to your vague assertions. Your assertion that it was difficult to ascertain the state of progress on board the vessel upon which you and your crew are living is ludicrous in the extreme or speaks volumes to the capabilities of your team. Vinson management was repeatedly advised that the most accurate picture of the state of the works could be obtained directly on board between your surveyors and our workers and numerous meetings, including weekly progress and works review were held on board. **Your statements in this matter are false.**
- c) Contrary to your assertion, the Yard has served Vinson 6 notices of Force majeure for various reasons we are experiencing difficulty sourcing. All as provided for according to the SBC

i) Vinson has agreed in writing to various extensions of the May 1 deadline for major works contained in Appendix 10, so your statement to the contrary is false.

ii) Vinson's clear intention was to lay the vessel up. This is evidenced by notice to DNV-GL of the vessel's layup status. Vinson's decision to crew only with minimum manning, along with other material facts are clear evidence of Vinson's intention not to Trade the vessel. Consequently, there cannot be any damages that can flow from any unforeseeable delays.

iii) **There is clear documentary evidence of the late delivery of significant elements Owners Supply. Your statement to the contrary is demonstrably false.** Contrary to your assertion, the Yard has handed over all of the Owners Supplies that were in the Yard as witnessed by the loading on board prior to your departure on May 24, so this statement is equally false. Prior to that we were working to a daily agreed schedule, sometimes interrupted by rain, as coordinated with the Ship's Captain and Jake. All of this is in writing between the parties.

iv) The Yard stands by its Force Majeure claims and is certain it will prevail. The extract from the Undertaking clearly states that it is in accordance with the SBC "including but not limited to."

"Completion Date"), in accordance with the terms of the Building Contract including, but not limited to, Clause IX(5)(c) therein.

1) The Force Majeure provision is clearly incorporated by reference to "In accordance with the SBC"

2) The FM Clause relates to Delivery and in the context of Appendix 1, would mean the re-delivery of the vessel or the delivery of the works listed. The Yard rejects Quarks self-serving interpretation of this Clause.

3) There is no provision in the SBC requiring provision of additional detail. The notices were served in accordance with the terms of the Clause. The activity surrounding this work occurred starting from April 2. Information received from the suppliers obtained in week 3 and 4 of April led the yard to serve notice, which it did in a timely fashion.

d) The Yard has been proceeding to perform all of the works as materials become available and according to the provisions of the SBC, subject to notices in writing received between the parties.

Any delays outside its control or relating to FM Events do not constitute a breach.

11. The Yard denies any Repudiatory Breach and as such notifies Vinson that any works it undertakes are strictly at its risk and cost. The SBC clearly provides that for the performance of Warranty Work, the vessel shall, where possible return to the Yard. Clearly this is and was possible. The Yard disputes Quarks Claim that they are entitled to any "post-event" claim or purport to deliver notice of Breach to justify their action. The chronology of events and correspondence does not support this position. Evidence exists that Quark planned this event, all in an attempt to improve its position with regards to its baseless claim for LD. Contrary to Vinson's assertion, Vinson has no right to arrange any of this work with 3rd parties, and the Yard will vigorously defend any such claims which we would consider to have generally arisen as a result of unlawful, and deceitful behaviour, all designed to frustrate the Yards works. This is the same pattern of behaviour exhibited by Quark when the Yard was attempting Delivery of the vessel in February.

Furthermore, the Yard reserves all of its rights with regards to Yard property and material taken unlawfully by Vinson from the Yard's premises on board the vessel. Please be advised



that the Croatian police have been notified, and will no doubt be in contact with their counterparts in Italy.

By removing the vessel from the Yard, and refusing to order its return, Quark and/or its entities affiliated to the vessel, are in repudiatory breach which Brodosplit is entitled accept, thereby bringing any remaining contractual obligations to an end. We reserve the right to do so and/or claim damages and inform you by this letter that we accept the repudiatory breach.

We offer to complete the remaining works as follows;

a) Final Painting	8,700
b) Completion of extra Sika	24,800
c) Replace Balcony Doors	32,000
d) All Other Minor Interior Works	82,500
e) Repair selected furniture in Suites	41,200
f) Option to Replace All Suite Furniture with new HPL within 120 days	210,000

All Prices are in Euro's / please note that pricing offered above are valid for 31 May 2021 to start to work on board. Manning and material are prepared for offered work and every latter work start up than 31 May 2021 will cause price increase since manning will be assigned for other projects ongoing in Yard and additional capacity will be needed. Work performance in that respect considering new modification requests if any and previously modifications requests pending for agreement.

You are reminded that the Undertaking was made pursuant to the terms of the SBC, and in particular Clause IX 5 c), which states that the Yard may complete the works one month or such longer period as the Buyer in its reasonable discretion agrees. The works to start promptly after delivery, as soon as practical.

There is no doubt that Quark is acting unreasonably in asserting deadlines that Quark has waived in writing, and deliberately or otherwise provided late decisions or approvals for materials, all of which is well documented. The Yard reserves all of its rights in these matters including the right to charge Quark for damages and extra costs incurred by its unlawful export of the vessel.

12. The Yard denies your allegations, and states that it seems clear that Vinson is determined to frustrate the Yards efforts to complete the works, so that they can continue to pursue their unjustified LD claim which they engineered in a flagrant breach of trust. All of this seems generally caused by a lack of experienced personnel involved in the exercise.

13. The Yard reserves its rights to pursue collection of the outstanding accounts incurred by Ultramarine from April 6 until May 25. The Yard reserves the right to charge Quark for any fines and penalties arising from its wrongful departure.

In conclusion you are also reminded that according to the terms of the SBC, the Yard will only be responsible for the cost of works performed by others equal to the Yards cost to perform same. As such we have a table of required hours to complete all outstanding tasks, and our only potential liability would be our equivalent cost for undertaking these works.

Except where any point has been expressly accepted each allegation in your letter is denied.

Regards,

Dalibor Vukičević



BRODOSPLIT¹

Member of DIV GROUP

June 3, 2021

Dear Malcolm,
Quark and Vinson

Ref: Your email of June 2. 2021

I must make it very clear that at no point has Brodosplit refused to perform its contractual obligations. However, and for the avoidance of doubt, we should point out that in our email to you of 28 May (in reply to your letter of 25 May), we stated clearly that we consider your actions to be a repudiatory breach which has been accepted, and the contract that existed is now at an end. The post-delivery work had been substantially completed by the time of the vessel's unwarranted departure, but Brodosplit currently remains willing to complete the work if the vessel is returned to the yard. As stated in our letter of 28 May, Brodosplit are willing and able to complete the works which it was contractually obliged to undertake as listed in Appendix 10 to the Protocol of Delivery within 30 days, at the following cost:

a) Final Painting	8,700
b) Completion of extra Sika	24,800
c) Replace Balcony Doors	32,000
d) All Other Minor Interior Works (All other items in App10, eg: Toilet Valves)	82,500
e) Repair selected furniture in Suites	41,200
f) Option instead of e) to Replace All Suite Furniture with new HPL within 120 days	210,000

All in Euro's

The majority of these works, and the Appendix.10 works can be completed within 7 days, and all of the work within 30 from your arrival in Split.

Your claim that you retained our equipment on board to enable Brodosplit to perform its contractual obligations is palpable nonsense. Any post-delivery work which Brodosplit agreed to perform was based upon the clear premise that the vessel would remain at the yard. If you do return our equipment, this is entirely at your own cost and risk.

We should add that we have material stored at our yard paid for by you (inventory to follow) in order to complete the agreed post-delivery works. We strongly recommend that you make arrangements to have this equipment collected at your own expense as soon as possible. In the meantime, we will be invoicing you for storage charges at our standard rates.

Regards,

Dalibor Vukičević





The Leader in Polar Adventures

Vinson Expeditions, LLC
M/V ULTRAMARINE
Hull No. 487
Brodosplit, Split, Croatia

Date: 7 June 2021

Dear Dalibor

1. We write further to your letters dated 28 May and 3 June 2021.
2. As a general comment, the content of your letters is disappointing but unfortunately not surprising, given the Yard's track record of making incorrect and/or unsubstantiated assertions which do not reflect reality. Further, the tone of your letters (not least the entirely unacceptable continuing attacks on the character and competence of Vinson's staff and advisors) merely bears out the points made in this regard in our last letter.
3. In short, your letters amply demonstrate why Vinson had no choice but to remove the Vessel to another shipyard, so that:
 - a. The Yard's manifold failures with respect to the completion of the Vessel could be remedied; and
 - b. Our staff and other representatives could be treated properly and with the respect that they deserve, thereby allowing them to perform their duties and tasks without the disruption they were experiencing at the Yard on a daily basis.
4. We do not propose to waste further time responding point-by-point to the numerous errors and inconsistencies in your letters, nor repeat points we have already made regarding the Yard's entirely misconceived positions (for example, but not limited to, the Yard's claim that the Undertaking somehow included a force majeure regime). However, for the record we wish to make a number of points, and set these out below.

The departure of the Vessel

5. It is simply untrue that Vinson "deliberately filed a false declaration" with Port State Control (PSC). Indeed, Vinson did not file anything with PSC other than ships certificates, as requested via the Agent. Vinson obtained Class approval for an international voyage and that is exactly what the Vessel undertook. PSC waived its rights to conduct any inspection or approvals and relied on the Class approval, which Vinson fully complied with. If the Yard filed something that was untrue or incorrect with PSC, that is not Vinson's fault (or concern).
6. Equally, we fail to understand your complaint with regard to the Customs declaration. You repeatedly demanded that the Vessel be "exported" into international waters so that the IPP could be closed and VAT avoided. That "export" took place and the fact that the Vessel did not then return is (or should be) irrelevant.
7. We had no "agreement" that the Vessel would return. Your characteristic failure to provide any detail on this is as ever telling. Further, we deny your entirely incorrect assertion that the Vessel



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was relocated due to concerns regarding VAT (whether between Vinson and Compass or otherwise). Leaving aside the fact that the Yard constantly demanded that the Vessel be removed for VAT reasons, the Vessel has been relocated due to the Yard's inability / deliberate failure to complete its post-delivery obligations.

8. As already explained to you separately, it would have made no sense to have removed from the Vessel any Yard equipment/materials remaining onboard, in case the Yard had chosen to fulfil its obligations following the Vessel's relocation. Now that the Yard has confirmed that it will not fulfil its obligations (see further below), the equipment/materials are being returned to the Yard as quickly as possible by road transport (the "**Return Transport**"). We expect the Return Transport to arrive at the Yard on Wednesday 9th June with a return leg to Trieste scheduled for Thursday 10th June. Your references to "stolen material" and the Croatian police are therefore entirely misconceived.
9. Finally, your position regarding CCO 33 is, as previously explained, entirely misconceived. Vinson was entitled to the benefit of CCO 33 without the need for any separate "assignment agreement". Although the Yard suggested such an agreement and Vinson engaged in good faith, when it became clear the Yard was determined to use the potential agreement as leverage to obtain entirely inappropriate and unacceptable "free meals" (as the Yard terms them), Vinson declined to participate further.
10. To be clear, CCO 33 (allowing Vinson free layup at the Yard until September 2021) superseded and deleted the previous SBC requirement that the Vessel was required to leave within 5 days of delivery. That the Yard made no reference to the superseded 5-day deadline until weeks later, when the Yard perceived some advantage in doing so, is telling to say the least.

The Outstanding Items / Appendix 10

11. To be clear, although Vinson may have allowed the Yard additional time beyond 1 May for the completion of a small handful of Appendix 10 items, this does not in any way invalidate Vinson's right to relocate the Vessel in circumstances where:
 - a. The vast majority of Appendix 10 items were due by 1 May;
 - b. The Yard was making little or no progress on any of the items, including the small handful for which additional time was allowed; and
 - c. There is nothing in the SBC or the Undertaking which requires the Vessel to remain at the Yard for post-delivery works, and certainly nothing that requires the Vessel to remain once the 1-month time period referred to in the SBC and the Undertaking has elapsed.
12. Further, it is simply untrue that the Yard's failure to complete the Outstanding Items in line with its obligations under the Undertaking was in any sense affected by any late deliveries of Vinson

materials. The Yard's entirely unsubstantiated and unparticularised assertions in this regard are without merit.

13. As to your (once again entirely unsubstantiated) claim that *"the Yard has completed more than 159 out of 298 items, and this has been documented and agreed with your staff on board"*, this is simply untrue. Even if it was true, on the Yard's own case that would still leave incomplete almost half of what the Yard claims were the required works. This clear admission of failure is noted.
14. We note from your letters that you consider there has been a *"repudiatory breach"* by Vinson, allegedly *"bringing any remaining contractual obligations to an end"* and that *"by this letter that we accept the repudiatory breach"*.
15. The Yard does not specify what contract Vinson is alleged to have repudiated nor what specific obligations have been brought to an end. In any case, there has clearly been no repudiation of any contract by Vinson. In the circumstances, the Yard's letters are a clear repudiation of the Yard's obligations under (at least) the Undertaking and the SBC.
16. Vinson hereby confirms that it accepts the Yard's repudiatory breach of the SBC and Undertaking. Vinson will now make arrangements to complete the Outstanding Items at Trieste (or elsewhere as it considers appropriate), and seek to recover from the Yard (as damages flowing from the Yard's repudiatory breach) all of the costs and associated expense of doing so.

Warranty issues

17. Your claims that various of Vinson's warranty claims have been "closed" are not understood and are denied, given that Vinson has not received a single response from the Yard regarding its warranty claims. In the circumstances, Vinson is forced to conclude that your stated position is without any merit.
18. It is very clear that the relocation of the Vessel to Trieste was not in any sense a "disembarkation" of the Guarantee Engineer, in circumstances where:
 - a. No Guarantee Engineer was ever formally appointed, due to the Yard's insistence (which had no basis in any law or contract) that Vinson enter into a separate contract for the provision of one;
 - b. In the normal course of events a Guarantee Engineer would be expected to be onboard the Vessel after it left the Yard; and
 - c. Our last letter was clear that Vinson would cover the costs of relocating any Guarantee Engineer to Trieste.

19. In the circumstances, your statement that the Yard considers the warranty withdrawn is a clear repudiation of the Yard's obligations with respect to the Warranty.
20. Without prejudice to that position, Vinson will (a) hold the Yard to its continuing obligations under the warranty and (b) in this regard, continue to send the Yard warranty notices to allow the Yard to perform warranty works at Trieste (or elsewhere as may be appropriate).

Vessel Inventory

21. In its 3 June 2021 letter, the Yard refers to providing an inventory of the materials paid for by Vinson and remaining at the Yard following the Vessel's departure. Please provide this inventory as soon as possible.
22. In the meantime, Appendix 1 to this letter sets out a list of some of Vinson's materials that the Yard will have (or should have) acquired for the Outstanding Items, and for which Vinson (as you accept) has paid (together, the "**Vessel Inventory**"). Given that your 3 June letter claims that the Yard could finish the majority of the Outstanding Items within 7 days, we would expect the entire Vessel Inventory to already be at the Yard. Please confirm which of the Vessel Inventory items are currently at the Yard and what additional Vinson materials may also be at the Yard.

- a. If the Yard can confirm the position promptly, we will arrange for as much of the Vessel Inventory as possible to be brought to Trieste by the Return Transport (see above), once the Return Transport has delivered the Yard's materials/equipment at the Yard;
 - b. To the extent that any items of the Vessel Inventory currently at the Yard are not brought to Trieste by the Return Transport, please could the Yard arrange for these items to be transported to Trieste as soon as possible and confirm such is arranged, with applicable date, no later than Friday 11th June 2021 – Vinson will cover the genuine and reasonable cost of such transport, subject to the Yard fully justifying and substantiating the same. Alternatively, if you confirm your co-operation Vinson can arrange its own transport, in addition to the Return Transport, to collect these items; and
 - c. If there are any items of Vessel Inventory which have not yet been delivered to the Yard, the Yard must (i) redirect those deliveries to the Vessel in Trieste and (ii) provide Vinson with evidence that the relevant Vessel Inventory has been ordered, and delivery in Trieste arranged (including relevant dates).
23. To the extent that any of the Yard's obligations under Appendix 10 were to have been completed by third party contractors/suppliers, the Yard must promptly arrange for these contractors/suppliers to attend the Vessel in Trieste and complete the work (at the Yard's expense) as per the Yard's obligations. Given the Yard's long-standing relationship with these contractors/suppliers, it would be more cost effective for the Yard to do this, which will thereby reduce Vinson's subsequent damages claim against the Yard. Otherwise, Vinson will have no



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option but to contract directly with the relevant contractors/suppliers (or other suitable providers), and will seek to recover from the Yard (as damages for the Yard's breach) the full cost of doing so.

24. Please confirm your agreement to the above, and provide the information sought, by no later than 5pm UK time on **11 June 2021**. Failure by the Yard to do so will leave Vinson with no option but to source the labour and materials needed to complete the Outstanding Items itself, the cost of which will be added to Vinson's claim against the Yard. The 11 June 2021 deadline is critical, as if the Yard refuses to co-operate then Vinson must promptly commence sourcing and purchasing, in order to ensure that the Vessel is ready for passenger operations.

25. The Yard's co-operation in relation to the above will assist Vinson in completing the Vessel, and will thereby mitigate Vinson's losses (and the size of any subsequent claim against the Yard). We therefore look forward to hearing from you as soon as possible. In the meantime, Vinson hereby reserves all of its rights, whatsoever and howsoever arising.

Kind regards,

Malcolm Ellis

For and on behalf of Vinson Expeditions, LLC



The Leader in Polar Adventures

Vinson Expeditions, LLC
M/V ULTRAMARINE
Hull No. 487
Brodosplit, Split, Croatia

APPENDIX 1

Missing Items (non-exhaustive list)

1. Carpet skirting - suites
2. Vinyl skirting
3. Skirting profiles
4. Carpet/vinyl transition profiles
5. Led diffusers (not installed in all cabins deck 6 and 7)
6. Tiles for wet units
7. Room number panels (cabins 301, 303, 412 and all suites)
8. Krion tops for nightstands in suites
9. Blackout curtains for cabins
10. Krion for reception desk
11. Public spaces toilet bowls (deck 7 - 3 pcs)
12. Lights for mirror cabinet in public spaces toilets
13. Spa heated bench tiles
14. Spa showers all parts for thermostat
15. Panorama lounge ceiling above bar (including foil, Plexiglas and video converters) -
16. Wheelhouse chart table - top
17. Replacement balcony doors - to be delivered when all items have been delivered (frames, glass and otherwise)
18. Balcony dividers and latches
19. Cabins and suites bed runners
20. Bed skirting
21. Stainless steel gratings / covers for scuppers
22. 4 canisters by 45 ltrs fire fighting equipment as per spare for fire control plan
23. 4psc CO 2 bottles for Powder Extinguisher.
24. Missing balcony door furniture (handles, latches, locking mechanisms)
25. Lights (any and all lights that may have been delivered. While we have not approved as per Appendix 10, you have told us that substitute lights have arrived in the Yard and we are open to considering if we get them immediately)
26. HPL for Suites
27. HPL for fixes as outlined in appendix 10
28. Various wallpapers for fixes throughout the ship
29. Flooring including flooring for multipurpose room
30. Replacement doors for damaged doors
31. Interior and exterior paint
32. Missing wall plates for sockets, etc
33. Replacement metal ceiling panels
34. Steam room tiles
35. Replacement Wall corner guards
36. All Sika 'teak' materials to complete and fully finish unlaied areas (deck 7 fwd, deck 4 aft) & repair existing laied areas (external decks areas).
37. All Sika epoxy material required to complete main galley floor.

Ovaj se prijevod sastoji od

6 stranica.

Br. ov.: 171/2022

Datum: 10.6.2022.

Ovjereni prijevod
s engleskog jezika

UGOVOR O GRADNJI JEDNOG BRODA ZA POLARNA ISTRAŽIVANJA

između

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

i

POLARIS EXPLORATION INC.

Datum: 21. ožujka 2018.

Gradnja br. 487

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak I.

„Plovilo mora biti izgrađeno, opremljeno i dovršeno u skladu sa Specifikacijom pod reg. br. 369005-TS-101-A-LMG-00001 Rev. 03... i njegovim dodacima, uključujući Opći plan raspodjele pod reg. br. 369005-DW-101- C-LMG-0001 Rev. 06....za projektni nacrt LMG200PCS koji je ovdje priložen i koji čini sastavni dio ovog Ugovora.

Plovilo mora biti projektirano i izgrađeno u skladu s vrhunskom europskom praksom brodogradnje za nova plovila slične vrste i karakteristika predmetnog Plovila, pri čemu se u Plovilo ugrađuju potpuno novi materijali i oprema”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak X.

„Plovilo isporučuje Graditelj Kupcu na Brodogradilište Graditelja bez ikakvih zaloga, potraživanja, hipoteka i drugih tereta bilo koje vrste, u čistom stanju spremnom za plovidbu, spremno za rad u svim pogledima, u plutajućem stanju i bez prepreka, sigurno usidreno uz pristanište Graditelja, najkasnije 1. listopada 2020. (taj datum, kako se produljuje u skladu s dopuštenim kašnjenjem na temelju uvjeta iz ovog Ugovora, navodi se kao „Datum isporuke”)...”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak XI.

„1. Zakašnjela isporuka...”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

(b) Ako isporuka Plovila kasni više od trideset (30) dana i do dvjesto deset (210) dana nakon Datuma isporuke (kako je produljen u skladu s dopuštenim kašnjenjima), tada se u takvom slučaju, počevši od ponoći tridesetog (30.) dana nakon isporuke zahtijevane na temelju ovog Ugovora, cijena Plovila umanjuje za iznos od dvadeset dvije tisuće petsto eura (samo 22.500 EUR) po punom danu kašnjenja isporuke nakon navedenih prvih trideset dana.

Međutim, osim ako strane dogovore drukčije, ukupni iznos umanjenja Ugovorne cijene u pogledu kašnjenja ne premašuje iznos od četiri milijuna pedeset tisuća eura (samo 4.050.000 EUR) (iznos koji treba pokriti kašnjenje od sto osamdeset (180) dana računajući od tridesetog (30.) dana nakon Datuma isporuke (kako je produljen u skladu s dopuštenim kašnjenjima) kao što je izračunano po prethodno navedenoj stopi umanjenja)...”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak XIII.

„1. Jamstvo...

[Tekst izostavljen na zahtjev klijenta, op. prev.]

- (c) ...U skladu s odredbama ovog članka Graditelj je dužan, prema potrebi, izvršiti popravke, obnovu, zamjenu ili ispravke, u skladu s ograničenjima ovog članka, a koji se odnose na njegove radove ili druge radove izvršene u Hrvatskoj po izboru Graditelja, svih nedostataka u izradi i materijalu Plovila, njegovih strojeva i opreme (isključujući samo nedostatke u Materijalima i opremi Kupca), te svih nepravilnosti na istome kako bi se mogle vršiti ugovorene funkcije, pod uvjetom da je iste otkrio Kupac i o tome u pisanom obliku obavijestio Graditelja u Jamstvenom razdoblju, pri čemu se posljednja obavijest, ako postoji, može poslati prvog dana po isteku Jamstvenog roka, te pod uvjetom da takvi nedostaci nisu bili uzrokovani opasnostima na moru, u unutarnjim vodama ili navigacijom, ili uobičajenim habanjem (za premazano područje primjenjuje se europska ljestvica zahrđalosti), pogrešnim upravljanjem gašenjem požara ili nemarom posade Plovila, nebrigom, potrošnim materijalima, lošim održavanjem Plovila na moru, ili nekom izmjenom ili dodatkom koji je uveo Kupac.

[Tekst izostavljen na zahtjev klijenta, op. prev.]

U slučaju da Plovilo nije moguće prikladno dovesti u Brodogradilište Graditelja, Kupac može naložiti da se nužni popravci ili zamjene izvrše drugdje, pod uvjetom da Kupac bez odlaganja obavijesti Graditelja o vremenu i mjestu gdje će se takvi popravci izvršiti te omogućiti Graditelju da pregleda narav i opseg predmetnog nedostatka (ili više njih). Graditelj je dužan odmah obavijestiti Kupca o svojem prihvaćanju ili odbijanju nedostatka (ili više njih) kao onog koji je obuhvaćen jamstvom iz ovog Ugovora. U svakom slučaju, Plovilo se o trošku Kupca i pod njegovom odgovornošću dovodi do odabranog mjesta koje je u svakom pogledu spremno za izvedbu radova obuhvaćenih jamstvom.

Graditelj je dužan Kupcu nadoknaditi utvrđene troškove popravaka, obnova ili ispravaka koje je Kupac imao za izvršene popravke, isključujući troškove tegljača i drugih plutajućih objekata kao i lučke pristojbe, ako postoje, pri čemu takva nadoknada ne smije biti veća od procijenjenih troškova izvršenja radova obuhvaćenih jamstvom u Brodogradilištu Graditelja (tu je procjenu potrebno opisati uz primjerenu razinu detaljnosti i pružiti Kupcu na pregled). Odgovornost Graditelja ograničena je na iznos troškova koje bi Graditelj imao za izvršenje takvih radova...

3. Ustup jamstva

Ako Kupac proda Plovilo ili ga da u zakup bez posade tijekom Jamstvenog razdoblja te želi ustupiti prava koja su mu ovime dodijeljena novom vlasniku ili osobi kojoj je Plovilo bez posade dao u zakup, taj ustup prava podliježe suglasnosti Graditelja, koju se ne smije neopravdano uskratiti ili zadržavati. Ovime se daje suglasnost Graditelja na ustup jamstva društvu Quark Expeditions, Inc. ili njegovu povezanom društvu. ”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak XXIII.

„Graditelj razumije i potvrđuje da (i) je Kupac sklopio taj konkretni Ugovor o zakupu broda bez posade, na ovdje navedeni datum (s povremenim izmjenama i dopunama...), s društvom Vinson Expeditions LLC, društvom s ograničenom odgovornošću s Maršalovih Otoka... u skladu s kojim će Kupac, kao Vlasnici, dati Plovilo bez posade u zakup Zakupnicima na razdoblje od deset godina koje započinje od trenutka kada Graditelj isporuči Plovilo Kupcu na temelju ovog Ugovora te istodobnog trenutka kada Kupac

isporučiti Plovilo Zakupnicima na temelju Ugovora o zakupu broda bez posade...

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Graditelj razumije i potvrđuje da će Kupac neka od svojih prava koja postoje na Datum isporuke ustupiti Zakupnicima na temelju Ugovora o zakupu broda bez posade. Ta prava uključuju (i) moguća potraživanja Kupca na ime ugovorne kazne na temelju ovog Ugovora (koje Kupac ustupa Zakupnicima u skladu s člankom 43.(b) Ugovora o zakupu broda bez posade), te (ii) sva prava jamstva koja proizlaze iz ovog Ugovora ili su s njime povezana (koja Kupac ustupa Zakupnicima u skladu s člankom 44. Ugovora o zakupu broda bez posade). Graditelj potvrđuje da odobrava te ustupe i pristaje na poduzimanje radnji koje zatraži Kupac ili Glavni predstavnik Zakupnika u svrhu potvrđivanja svojeg odobrenja ustupa ili na omogućavanje Kupcu na neki drugi način da ustupi prethodno opisana prava."

[Tekst izostavljen na zahtjev klijenta, op. prev.]

SPORAZUM O POTICANJU ISPORUKE

OVAJ SPORAZUM O POTICANJU ISPORUKE od 22. ožujka 2018. (kako je povremeno izmijenjen, dopunjen, ili na drugi način izmijenjen, ovaj „Sporazum“), sklopili su:

- BRODOGRAĐEVNA INDUSTRIJA SPLIT, DIONIČKO DRUŠTVO, društvo organizirano u skladu sa zakonima Hrvatske („Graditelj“);
- VINSON EXPEDITIONS, LLC, društvo s ograničenom odgovornošću organizirano u skladu sa zakonima Republike Maršalovi Otoci („Zakupnik“)
- TIM MIDCO LIMITED, privatno dioničko društvo osnovano u skladu sa zakonima Engleske i Walesa („Jamac Zakupnika“, i zajedno s Graditeljem i Zakupnikom, svaki „Stranka“, i zajedno „Stranke“)

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak 1.

1. Plaćanje kao poticaj isporuci

(a) Sljedeće plaćanje izvršavaju Zakupnici Graditelju ili Graditelj Zakupnicima, ovisno o datumu na koji Plovilo isporuče (x) Vlasnici Zakupnicima na temelju Ugovora o zakupu broda bez posade, ili (y) Graditelj Zakupnicima ako Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Ploviлом izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora:

- (i) Ako se Plovilo isporuči Zakupnicima najkasnije 24. rujna 2020. (ali ne prije 1. rujna 2020.), Zakupnici su dužni platiti Graditelju iznos od petsto tisuća eura (500.000,00 EUR); pod uvjetom da Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Ploviлом izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora, iznos koji Zakupnici trebaju platiti Graditelju u skladu s ovim odjeljkom 1.(a)(i) iznosi dvjesto pedeset tisuća eura (250.000,00 EUR).*
- (ii) Ako se Plovilo isporuči Zakupnicima 25. rujna 2020. ili nakon tog datuma, ali najkasnije 8. listopada 2020., Zakupnici su dužni platiti Graditelju iznos od dvjesto pedeset tisuća eura (250.000,00 EUR).*
- (iii) Ako se Plovilo isporuči Zakupnicima 9. listopada 2020. ili nakon tog datuma, ali najkasnije 22. listopada 2020., nijedna Strana ne vrši plaćanje drugoj Strani na temelju ovog Sporazuma.*

- (iv) *Ako se Plovilo isporučiti Zakupnicima 23. listopada 2020. ili nakon tog datuma, ali najkasnije 30. listopada 2020., Graditelj je Zakupnicima dužan platiti iznos od dvjesto pedeset tisuća eura (250.000,00 EUR).*
- (v) *Ako se Plovilo isporučiti Zakupnicima 31. listopada 2020. ili nakon tog datuma, Graditelj je Zakupnicima dužan platiti iznos od petsto tisuća eura (500.000,00 EUR)...*
- (vi) *(e) Podrazumijeva se, potvrđuje i dogovara da ovaj Sporazum i sva plaćanja koja iz njega proizlaze nemaju nikakvog učinka na uvjete Brodograđevnog ugovora, uključujući (bez ograničenja) sve obveze Graditelja u pogledu plaćanja ugovorne kazne Kupcu u skladu s uvjetima tog ugovora"*

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Ovaj Ugovor od 16. listopada 2020.

Stranke

- **BRODOGRAĐEVNA INDUSTRIJA SPLIT**, dioničko društvo, društvo koje je organizirano i postoji u skladu sa zakonima Hrvatske, sa sjedištem na adresi Put Supavla 21, 21000 Split, Hrvatska („**Graditelj**“);
- **VINSON EXPEDITIONS, LLC**, društvo s ograničenom odgovornošću koje je organizirano i postoji u skladu sa zakonima Republike Maršalovi Otoci, sa sjedištem na adresi Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republika Maršalovi Otoci MH 96960 („**Zakupnik**“)
- **TIM MIDCO LIMITED**, privatno dioničko društvo osnovano u skladu sa zakonima Engleske i Walesa sa sjedištem na adresi Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, Ujedinjeno Kraljevstvo, („**Jamac Zakupnika**“)

zajedno „Stranke“

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak 3. Izmjene

„1. Plaćanja ugovorne kazne

(a) Sljedeće plaćanje izvršava Graditelj Zakupnicima ovisno o datumu na koji Plovilo isporuči (x) Vlasnici Zakupnicima na temelju Ugovora o zakupu broda bez posade, ili (y) Graditelj Zakupnicima ako Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E Ugovoru o zakupu broda bez posade prije isporuke Plovila na temelju Brodograđevnog ugovora i odluče preuzeti vlasništvo nad Plovilom izravno od Graditelja na datum na koji Graditelj isporuči Plovilo na temelju Brodograđevnog ugovora:

- (i) *Ako se Plovilo isporuči Zakupnicima nakon 1. veljače 2021., Graditelj Zakupnicima plaća iznos od sto tisuća eura (100.000,00 EUR) za svaki dan kašnjenja nakon tog datuma, s najvećim mogućim iznosom od tri milijuna eura (3.000.000,00 EUR) na dan 3. ožujka 2021. "*

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Ugovor o zakupu broda od 22. ožujka 2018

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak 43.

„(a) Svaku ugovornu kaznu koju Graditelj treba platiti Vlasnicima kao Kupcu na temelju Brodograđevnog ugovora Vlasnici trebaju bez odgode platiti Zakupnicima.

Eventualna ugovorna kazna kojom se umanjuje Ugovorna cijena Plovila na temelju Brodograđevnog ugovora primjenjuje se kao odbitak za Zakupninu koja se plaća tijekom prvih dvanaest mjeseci Razdoblja zakupa, pri čemu se taj odbitak primjenjuje u jednakim obrocima na predmetna plaćanja Zakupnine. U slučaju da Zakupnici iskoriste mogućnost kupnje u skladu s Prilogom E tijekom prvih dvanaest mjeseci Razdoblja zakupa, kupoprodajna cijena koju Zakupnici plaćaju u tom pogledu umanjuje se za iznos eventualnog odbitka za ugovornu kaznu koji bi se primjenjivao na plaćanja Zakupnine koja dospijevaju na datum ili nakon datuma na koji se zaključuje kupnja Plovila od strane Zakupnika u skladu s Prilogom E"

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Članak 44.

„Jamstveni zahtjevi. Vlasnici ovime ustupaju Zakupnicima na Datum isporuke, za vrijeme trajanja Razdoblja zakupa, sva prava na jamstvo koja proizlaze iz Brodograđevnog ugovora ili su povezana s njim. Vlasnici izjavljuju i jamče Zakupnicima da imaju puno pravo i ovlaštenje ustupiti ta prava i da se na ta prava ne primjenjuju nikakvi tereti ili založna prava...”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Prilog E

„1. Pod uvjetom da ne traje nikakav slučaj neispunjavanja obveza Zakupnika, dogovara se da Zakupnici, za vrijeme trajanja Razdoblja zakupa, imaju mogućnost kupnje Plovila u bilo kojem trenutku u skladu sa stavcima 2. i 4. u nastavku. Zakupnici mogu iskoristiti tu mogućnost slanjem pisane obavijesti Vlasnicima, u kojoj navode željeno vrijeme i mjesto zaključenja kupoprodaje Plovila, a tu obavijest treba dostaviti Vlasnicima najkasnije trideset (30) dana prije datuma predviđenog za zaključenje prodaje Plovila.”

[Tekst izostavljen na zahtjev klijenta, op. prev.]

UGOVOR O NAGODBI

Datum 28. ožujka 2021

Između:

- 1) Brodograđevna industrija Split, društvo koje je organizirano i postoji u skladu sa zakonima Hrvatske, sa sjedištem na adresi Put Supavla 21, 21000 Split, Hrvatska („**Brodogradilište**“);
- 2) Polaris Exploration Inc, društvo osnovano u skladu sa zakonima Republike Maršalovi Otoci, sa sjedištem na adresi Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republika Maršalovi Otoci MH 96960 („**Polaris**“);
- 3) Vinson Expeditions, LLC, društvo s ograničenom odgovornošću osnovano u skladu sa zakonima Republike Maršalovio Otoci, sa sjedištem na adresi Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republika Maršalovi Otoci MH 96960 („**Vinson**“)

Svaki „Stranka“, zajedno „Stranke“

[Tekst izostavljen na zahtjev klijenta, op. prev.]

Budući:

[Tekst izostavljen na zahtjev klijenta, op. prev.]

d) Vinson i Brodogradilište smatraju da na datum ovog Sporazuma imaju međusobna nepodmirena potraživanja, kako slijedi:

- i. *Vinson smatra da ima pravo na isplatu u pogledu (a) ugovorne kazne na temelju Brodograđevnog ugovora, te (b) iznose dospjele na temelju Sporazuma o poticanju isporuke (zajedno: „Trenutačna potraživanja društva Vinson“), koja Potraživanja Brodogradilište nijeće; i*

- ii. *Brodogradilište smatra da ima pravo na (a) dopušteno kašnjenje i sve povezane troškove koje Kupac može prouzročiti Brodogradilištu na temelju Brodograđevnog ugovora u slučaju da utvrdi takvo dopušteno kašnjenje (vidjeti Prilog 1. ovom Sporazumu) zbog navodne više sile, te druge slučajeve kašnjenja u skladu s Brodograđevnim ugovorom i Sporazumom o poticanju isporuke, te (b) isplatu i dopušteno kašnjenje u pogledu traženih Naloga za izmjenu ugovora (kako se navode u Brodograđevnom ugovoru) pod brojevima od 39. do 48. („Trenutačna potraživanja Brodogradilišta”), koja Potraživanja Vinson niječe,*

zajedno: „Potencijalna potraživanja”.

[Tekst izostavljen na zahtjev klijenta, op. prev.]

1. *„Strane će uložiti sve razumne napore kako bi omogućile da se isporuka i kupnja Plovila što prije izvrše u skladu s Brodograđevnim ugovorom i Ugovorom o zakupu, neovisno o tome je li Plovilo spremno za isporuku na temelju uvjeta Brodograđevnog ugovora”*

[Tekst izostavljen na zahtjev klijenta, op. prev.]

5. „Brodogradilište ovime pristaje na to da neće jednostrano zahtijevati ispunjenje Trenutačnih potraživanja Brodogradilišta protiv društva Vinson. Ako društvo Vinson bude nastojalo zahtijevati ispunjenje Trenutačnih potraživanja društva Vinson, a koji se povezani postupak treba započeti u roku od 6 mjeseci od isporuke Plovila, tada se sva Potencijalna potraživanja (bez obzira na postojeći članak 4. Sporazuma o poticanju isporuke) trebaju uputiti na jedinstvenu arbitražu u skladu sa Zakonom o arbitraži iz 1996. ili bilo kojom statutarnom izmjenom tog zakona ili donošenjem novog zakona osim u mjeri potrebnoj za primjenu odredbi ovog članka...”.

*Ja, **Dražen Nemet**, stalni sudski tumač za engleski jezik, ponovno imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1623/2021 od 31. prosinca 2021., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

Br. ovjere: 171/2022

Datum: 10.6.2022.







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Date: 8 June 2022

Vinson Expeditions, LLC

ANNEX B – APPENDIX 10 CLAIMS

ITEM	NAME OF EQUIPMENT / DESCRIPTION OF DEFECT	APP. 10 Reference	ACTION TAKEN	Crew Labour Cost (USD)	Other Costs (USD)	TOTAL COST (USD)
TECHNICAL						
1	Sika deck is not completed in most of the areas onboard, side of the Sika deck is not protected and water penetrates under the Sika deck / Scuppers are not aligned with level of Sika deck	SFI 531 (and numerous correction requests)	Various works to different decks - see schedule 1	0	205,000	205,000
1A	Once the vessel entered passenger in service (December 2021) the Sika flooring / decking on DK 5 Aft and DK 6 Balconies was confirmed (as suspected from Trieste) to be too thin and the Sika in these areas needed to be renewed.	SFI 531 (and numerous correction requests)	New Sika flooring / decking laid in affected areas during refit in AMS March 2022.	0	83,500	83,500
2	Window frames, door frames bulwark and bulkheads are over sprayed with paint, with stains of rust, silicone is dirty with dust, paint of the balcony doors is damaged. Sicalflex is detached between door frame and bulkhead	SFI 270	Cleaning with special chemicals, repainting and repairing required to all window frames with specialist equipment and considerable man power	15,600	9,400	25,000



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3	Wooden rails on open deck are with very thin layer of varnish that wood started to deteriorate. Handrail is not sealed by sikaflex below and opened for contamination and cracks - Sanding and varnishing 4 additional layers. Using sikaflex for the area under the rails.	SFI 533	Sanding and varnishing 4 additional layers and using sikaflex as required	12,000	3,000	15,000
4	Door locks did not work properly - see tab re item 5	SFI 334-1	Door locks provided by Owner as Owner Supply but Installed by Yard's manufacturer and either installed incorrectly; parts missing or broken during installation. All items required repair / replacement to fix the specific issue as identified in Schedule 2	0	17,500	17,500
5	Number of the scuppers found without strainers. Following scuppers on open deck were found blocked: Deck 4 AFT port side, Deck 4 port side under Lifeboat 3, Deck 7 port side AFT, Deck 5 FWD, Deck 5 AFT port, Deck 6 AFT port side, Deck 5 port side drainage pipe leaking. Meat & Fish thawing room scuppers does not work. main Laundry scuppers does not work. Scuppers to be rectified.	SFI 804 & SFI 276	The scuppers remedied and repaired and strainers purchased and installed accordingly	140	940	1,080
6	All staircases on open decks are contaminated with Sika, metal parts and handrails are damaged and need to be repainted. All staircases to be properly cleaned up, metal parts to be repainted.	SFI 270	All staircases properly cleaned and metal parts to be repainted.	2,400	0	2,400
7	Stainless steel pipes are contaminated with stains of permanent marker and not polished.	SFI 270	Pipes cleaned and polished to the required standard	960	0	960

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8	9 Balcony door locks are broken, one is missing. The rubber is with damage and to be replaced. Balcony door locks to be fixed. The rubber to be properly sealed.	SFI 516	Replacement doors delivered too late to be installed. In interim locks have been mended as best as possible and rubber properly sealed and installed	840	0	840
9	Underwater hull found to be inadequately protected by antifouling paint. Extensive touch up required (full additional coat).	SFI 270	Antifouling reapplied which necessitated further dry dock costs; purchase of Hempel's Antifouling Oceanic; 1,000 litres and manpower to apply during dry dock	0	26,800	26,800
10	GSK provided at the time of the delivery but no any facility has been provided for storage. GSK were tested in water and not 100% waterproof.	SFI 503	Solution not provided by Yard. Solution found was to store them in a place safe for lowering them in case of abandon ship. Location appointed is now Deck 9, stored in sealed barrels. Required purchase of 42 x sealed barrels to achieve solution	240	2,900	3,140
12	Glass Balcony Dividers are not provided with reinforced frames and only locked with 1 weak locking point.	SFI 516	To apply to each glass divider a reinforced aluminium frame provided with 2 locking points. Required purchase and installation of requisite frames	0	54,200	54,200
13	Portside filler and painting not complete per specification	Item 22	Required purchase of various necessary materials from Hempel to complete the painting and associated manpower	0	127,000	127,000
14	Repairs and touch-ups/new painting for areas of damage to the vessel's hull	SFI 270	Removed rust contamination throughout the vessel and repainted and repaired areas of damage	0	41,300	41,300

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15	Condition of Class has been applied at the date of delivery: QUOTE Reference to NB approval comments D39773_1059, 1056, 1055, 1054, sound insulation and impact noise levels. All areas not in compliance with COMF (V-2) criteria need to be modified. After modification compliance with criteria shall be verified through new measurements. To be carried out as per accepted plan and in presence of DNV surveyor. A report should be submitted to DNV including results from the new measurements. UNQUOTE	SFI 334-1	To install additional insulation Cabins Deck 6 STBD Aft as per Brodosplit report. Crew to dismount and re-install ceilings. To perform noise measurement by Certified Company Class to witness test measurement	360	20,200	20,560
16	Owner's Emblem not painted portside per specification	SFI 261	Emblem painted during drydock	0	4,700	4,700
17	Medical Equipment Verification not performed as per Appendix 10 and Medical Chest Certificate not provided	SFI 505	Obtain missing medical Equipment and Medical Chest Certificate	0	2,900	2,900
18	Missing 8 x stainless steel drain covers on open decks	SFI 804 & SFI 276	Obtain and install 8 x Stainless Steel drain covers in open decks	0	940	940
INTERIOR						
19	Spa Reception Decorative Light	Item 134: Spa Reception - Decorative Lights - wall mounted lights	Sourced and installed per spec	0	596	596
20	Cabin/Suites mirrors above sofas	Item 24: Mirror above sofa is glued only on few spots/poorly installed - safety issue. Ensure properly glued and add mechanical support (support to be aligned with Quark).	Supports specified and installed by contractor	0	3,100	3,100

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21	Suites - missing mirrors above sofas	Item 107: Cabins & Suites - Various. Correct all deficiencies to Quark spec (no substitutions). Deficiencies as laid out herein and on the various applications submitted.	Supply and install missing mirrors	0	2,100	2,100
22	Panorama Lounge reading lights	Item 33: Replace reading lights with originally specified lights (Notholt spec - no substitutions)	Source and installed per spec	0	216	216
23	Passenger Suite - addition of wall and B15 door in entranceway for noise mitigation	Item 151: If additional wall/door to be added, Quark to approve workshop drawings and material specifications of all affected areas. Hardware and finishings to match those used elsewhere in 6040 (no substitutions). Where there are multiple possibilities (for example which door finish or wallpaper to use, since multiple types appear in the space), Quark to choose in its sole discretion within 48 hours of receipt of drawings.	B15 door sourced and installed with new wall	0	5,600	5,600



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24	Cabins/Suites missing mirrors	Item 107: Cabins & Suites - Various. Correct all deficiencies to Quark spec (no substitutions). Deficiencies as laid out herein and on the various applications submitted.	Supply and install missing mirrors	0	1,458	1,458
25	All bars LED lighting	Item 139: Install missing lighting undercounter for work surface per USPH and Ulian plans	All bars - install missing LED lighting including profiles and routing of electrical	0	10,500	10,500
26	Replace damaged room number panels	Item 107: Cabins & Suites - Various. Correct all deficiencies to Quark spec (no substitutions). Deficiencies as laid out herein and on the various applications submitted.	Sourced and installed per spec	0	870	870
27	Replace reception furniture not to spec	Item 148: Public Space deficiencies - Reception	Sourced replacement sideboard/PC station to spec	0	2,399	2,399
28	Supply and install missing toilet hardware deck 5	Item 148: Public Space deficiencies - deck 5 toilet	Sourced missing toilet hardware including missing tubes and connections.	0	985	985
29	Main Restaurant - replace lights in front section of restaurant and above wine bar.	Item 32: Replace circular lights in forward area of the restaurant	Sourced alternative lights	0	23,312	23,312
30	Panorama Lounge lights over bar	Item 34: Decorative lights Panorama Lounge	Sourced and installed alternative lights	0	9,010	9,010
31	Decorative signage	Item 146: All Spaces - Signage	Signage supply and installation - decorative and wayfinding	0	48,248	48,248

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32	Laminate purchase for cabins and suites	Item 107: Cabins & Suites - Various. Correct all deficiencies to Quark spec (no substitutions). Deficiencies as laid out herein and on the various applications submitted.	Laminate purchase to address cabin and suites millwork deficiencies	0	2,850	2,850
33	Curtains for Spa	Item 148: Public space deficiencies - spa	Sourced and installed missing curtains	0	742	742
34	Panorama Lounge - removal of fireplace; emergency bridge handrails	Item 148 - Public Space inspection - Panorama	Removal of deficient fireplace and carpet repair and addition of emergency bridge handrails	0	2,125	2,125
35	Corridors - Varnishing of handrails	Item 117: All Spaces - Handrails	Industrial varnishing where required.	0	1,771	1,771
36	Reception Expedition area; Corridor near Main Restaurant	Item 148: Public Space Deficiencies - Reception/Corridors	Supply and install of TV recesses - reception and restaurant	0	954	954
37	Suites and Cabins Deficiencies and Cabin/Suite/Public Space Wallpaper repairs	Item 107: Cabins & Suites - Various; Item 114: All Spaces - Wallcovering repair/replacement	Correct all cabins and suites deficiencies as identified on various applications including number panel installation, krion top nightstand installation, all skirting installation and repair, millwork repairs, mirror installation, headboard panel repair, wooden slat repair. Also wallpaper repair throughout cabins, suites and public spaces.	0	57,000	57,000
38	Cabins & Suites	Item 107: Cabins & Suites - Various	Production of outstanding millwork including wardrobe skirting and top panels, desk side skirting, missing drawers, doors, shelves	0	9,500	9,500

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39	Suites	Item 1: Passenger suites redo; Item 107: Cabins & Suites - Various deficiencies.	Replace all desk tops with Krypton since laminate was not available and there was not time to completely redo the suites as provided for in Appendix 10. Add missing cushions and profiles from TV units.	0	39,500	39,500
40	Ready Rooms - doors	Item 106: Ready Rooms A60 doors to 2057 and 2058	Fixing door stoppers and profiles around doors	0	534	534
41	Ready Rooms - toilets	Item 126: WC - RR/C2 - 2053 A&B	Provision and installation of mirror cabinet lights	0	3,023	3,023
42	Reception	Item 148: Public Space Deficiencies - Reception	Installation of Krypton top for desk, feature wall repair, magnetic door holders, finishing around windows	0	21,703	21,703
43	Gift Shop	Item 148: Public Space Deficiencies - Gift Shop; Item 129: Retail Shop - POS Lighting	Installation of LEDs in Shop desk, finishing around doors, adjusting fitting room doors. Repairing bench in fitting room	0	4,649	4,649
44	Main Lounge	Item 148: Public Space Deficiencies - Main Lounge	Repairing hole in ceiling, step nose profiles with LED, polishing Krypton bar top, Curtain supply and install, Bar stool adjustment	0	24,051	24,051
45	Main Restaurant	Item 148: Public Space Deficiencies - Main Restaurant	Includes fixing stability of tables, repairing ceiling holes, installing new chandeliers, covers for scuppers, polishing Krypton wine bar, paint/hpl repair throughout including entrance corridor, buffet repair.	0	53,404	53,404
46	Deck 5 Toilet	Item 148: Public Space Deficiencies - Deck 5 toilet	Fixes including provision and installation of scuppers	0	622	622
47	Fitness	Item 148: Public Space Deficiencies - Fitness	Includes repairing of floor, installation of skirting, installing lights, painting, installation of missing mirrors, yoga hooks and repairs of laminate throughout.	0	23,097	23,097

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48	Lido Restaurant	Item 6: Lido High Tables; Item 47: Lido mid-height fixed seating across from buffet	Includes conversion of tables with new supports to allow proper entry	0	21,440	21,440
49	Multipurpose Room	Item 148: Public space deficiencies - Multipurpose room; Item 88: Multipurpose Room - Column	Includes pillar decorative cladding, paint deficiencies and profiles	0	3,389	3,389
50	Panorama Lounge	Item 34: Decorative Lights - Panorama Lounge; Item 109: All spaces - millwork & Krión	Includes installation of ceiling above bar, polishing krión bar top to eliminate scratches, repairing scratches in showcases.	0	4,575	4,575
51	Spa	Item 148: Public space deficiencies - Spa; Item 18 - 7023 Curtain mount; Item 19: 7020 - shower; Item 127: Hairdresser 7023	Includes completion of tiling in steam room and on heated bench, provision and installation of missing profiles, shower fixes, shower curbs, missing lights in hairdresser area, installing curtain track and curtain in 7023 and other deficiencies.	0	21,184	21,184
52	Deck 7 Toilets	Item 125: WC - D7 - 7003 & 7004; Item 148: Public space deficiencies - Deck 7 toilets	Includes provision and installation of missing lights, mirrors, toilet bowl, profiles, scupper covers, painting and finishing throughout	0	25,081	25,081
53	Staircases and lobbies	Item 148: Public Space Deficiencies - staircases and lobbies; Item 117: All Spaces - Handrails & Metal Support systems	Includes repainting stringers, repainting scratches, repairing door profiles, fixing handrails, door magnets cover boxes, reinstalling wallpaper as required.	0	30,275	30,275
54	Corridors	Item 148: Public Space Deficiencies - Corridors	Repair of damaged door handles and profiles, installing missing skirting, door frame and finishing deficiencies	0	11,925	11,925

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55	Elevators	Item 23: Passenger elevators; Item 117: All Spaces - Handrails & Metal Support systems	Includes closing ends of handrails and repair scratches on door frames	0	1,393	1,393
56	Crew public areas	Item 148: Space Deficiency - Crew Bar; USPH - Crew Bar; SFIS05 - Hospital; SF1417 - Wheelhouse chart table	Includes provision and installation of bar chairs in crew bar, USPH grouting at crew bar, provide and install missing tops on nightstands in hospital rooms, installation of missing chart table in wheelhouse	0	9,137	9,137

NOTE: The above represents the Appendix 10 costs incurred by Vinson as at 8 June 2022. Vinson reserves the right to claim additional Appendix 10 damages as they are identified and rectified

Signed for and on behalf of Vinson Expeditions, LLC

By:

Andrew White

Role:

Manager

Date:

8th June 2022

TOTAL (USD)

1,115,140

Schedule 1 - Item 1

Deck 4

WORK ORDER PARTICULARS			
Item	Description	Qty	Unit
1.6.2.2	Additional surface preparation to remove contamination by (HP) Fresh Water Cleaning	102	m2
3	Finishing the Deck leveling and sanding in accordance with Sika guidelines: Activate the (clean and dry) surface by using the adhesion promoter, Sika Activator-20b Refresh (re-application of the thin layer) of the existing primer coat, SikarCoat ZP Primer 1, if necessary Application of the leveling compounds (use Sikafloor Marine 530 Grey mixed with LECA filler and/or Sika Stielmitel) In accordance with Sika application instructions and recommended mixing ratio)	102	m2
4	Application of the Decorative coloured layer (use Sikafloor Marine 530, Havana in accordance with Sika application instructions and relevant rules and regulations)	102	m2
5	Cutting the caulking joints (planks width 120 mm, lugue width 6mm, depth 4.5 mm) and caulking application (use Sikafloor Marine 530 Black in accordance with Sika application instructions)	102	m2
6	Pre sanding and final sanding (use suitable sanding equipment and sanding paper grade to achieve required surface appearance and performance)	102	m2
6.3	Free edges of the applied Deco Teak to be properly smoothed/rounded to avoid prevent damage	32	m
6.4	Joints between the Deco Teak and steel structure to be properly sealed with Black coloured (Hafte Appenzelnew) sealing compound (e.g. Sikafloor Marine 530 Black)	21	m
6.5	Drain covers have to be adjusted/replaced with deck i.e. the existing Deco Teak surface.	2	PCS
8	Sealing (use approx. 10 % solution of the Task Jointer Energase PU-E dispersion and apply in accordance with Sika Cleaning and Maintenance advice Sikafloor Marine Decoteak)	102	m2

Deck 7

Item	Description	Qty	Unit
1.6.2.2	Additional surface preparation to remove contamination by (HP) Fresh Water Cleaning	135	m2
3	Finishing the Deck leveling and sanding in accordance with Sika guidelines: Activate the (clean and dry) surface by using the adhesion promoter, Sika Activator-20b Refresh (re-application of the thin layer) of the existing primer coat, SikarCoat ZP Primer 1, if necessary Application of the leveling compounds (use Sikafloor Marine 530 Grey mixed with LECA filler and/or Sika Stielmitel) In accordance with Sika application instructions and recommended mixing ratio)	135	m2
4	Application of the Decorative coloured layer (use Sikafloor Marine 530, Havana in accordance with Sika application instructions and relevant rules and regulations)	135	m2
5	Cutting the caulking joints (planks width 120 mm, lugue width 6mm, depth 4.5 mm) and caulking application (use Sikafloor Marine 530 Black in accordance with Sika application instructions)	135	m2
6	Pre sanding and final sanding (use suitable sanding equipment and sanding paper grade to achieve required surface appearance and performance)	135	m2
6.3	Free edges of the applied Deco Teak to be properly smoothed/rounded to avoid prevent damage	41	m
6.4	Joints between the Deco Teak and steel structure to be properly sealed with Black coloured (Hafte Appenzelnew) sealing compound	20.3	m
7	Sealing (use approx. 10 % solution of the Task Jointer Energase PU-E dispersion and apply in accordance with Sika Cleaning and Maintenance advice Sikafloor Marine Decoteak)	135	m2

WORK ORDER PARTICULARS			
Item	Description	Qty	Unit
1/A.2.2	Additional surface preparation to remove contamination by (M) Fresh Water Cleaning	1260	m2
6.1a	Recalcification of the existing damages and/or surface irregularities in accordance with Sika guidelines and recommendations.	246	pc5
6.1b		14.2	m2
6.2	Removal of the contaminations (droplets, spillage, marks etc.) with Sika material residues and other 2 K based material(s) from the surface of the Deck Teak.	18.17	m2
6.2.1	Closest method for the removal of the contaminations should not adversely affect the Deck Teak surface underneath.		
6.2.1	Removal of the contaminations with foreign (contaminant) material/marks	17.6	m2
6.3	Chosen method for the removal of the contaminations should not adversely affect the Deck Teak surface underneath		
6.3	Free edges of the applied Deck Teak to be properly smoothed/shaped/rounded to avoid prevent damage.	545	m
6.4	Joints between the Deck Teak and steel structure to be properly sealed with Black coloured (matte appearance) sealing compound (e.g. Sikafloor Marine 530 Black).	632	m2
6.5	Drain covers have to be adjusted/levelled/flush with deck i.e. the existing Deck Teak surface.	34	pc5
6.6	Joints between the Deck Teak and steel supports of the balcony divider have to be refilled: Damaged paintwork has to be repaired in accordance with Paint Specification (2x125 mic. Ifdur OX XO 17870/21400 + 1460 mlc. in thine 556/10/10000).	50	pc5
6.7	Steel plate edges i.e joints with the Deck Teak should be sealed with Black coloured (matte appearance) suitable sealing compound (e.g. Sikafloor Marine 530 Black) Joints between the Deck Teak and steel supports of the (handrails etc. have to be refilled): Damaged paintwork has to be repaired in accordance with Paint Specification (2x125 mic. Ifdur XO 17870/21400 + 1460 mlc. in thine 556/10/10000).	48	pc5
7	Necessity for the additional, local (final) re-sanding and/or cleaning will be assessed upon completion of the previous Work Order phases. Please quote (final) re-sanding per unit. Please quote additional cleaning per unit.	T.B.A	m2
8	Sealing issue approx. 10 % solution of the 1st to 10th floor terrace PUE-dispersion and apply in accordance with Sika Cleaner and subsequent Sika Sikafloor Marine (Increase)	1260	m2



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Galley Deck 5 / Pantry Deck 7

Vinson Expeditions, LLC

WORK ORDER PARTICULARS			
Item	Description	Qty*	Unit
1	Additional surface preparation to remove contamination, if any.	110	m ²
2	Finishing the Deck leveling in accordance with Silka guidelines. Activate the (clean and dry) surface by using the adhesion promoter, Silka Activator-205. Repairs of the Deck leveling layer(s) by local application of the leveling compound (use Sikafloor Marine 530 Grey) on required areas/positions. Estimated necessity for covering is up to 50% of the total area.	110	m ²
3	Application of the intermediate leveling compounds (use Sikafloor Marine 570, RAL 7035) following the limits of applied thickness for subject material, in order to be in line with relevant rules and regulations.	60	m ²
4	Application of the finishing layer(s) by usage of the: Sikafloor-Marine 590, RAL 7035. Sikafloor-Marine Quartz coloured Grey, White-Black and Sikafloor 169 in accordance with Silka application instructions	110	m ²

Schedule 2 - Item 5

ITEM 5
DECK 1
1051 - doesn't work
1045 - doesn't work
1025 - doesn't work
1031 - doesn't work
1019 - lockcase doesn't work
1015 - doesn't work
1013D doesn't work
1010 - check cylinder installation
1012 - needs batteries
1002A - doesn't work
DECK 2
2006 - reader installed upside-down
2015 - doesn't work
2019C - reader installed upside-down
2025 - wrong batteries polarity, oxidation, needs batteries and casing
2049 - wrong batteries polarity, oxidation, needs batteries and casing
2048A - doors doesn't close
2050A (armory) - batteries
DECK 3
3054A - reader installed upside-down



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3049 - LCU cover is missing
3047 - doesn't work
3045 - check cylinder installation and door hinges
3046A - doesn't work, batteries
3035 - LCU wrongly installed
3033 - front plate is missing
3021 - batteries
3019 - wrong batteries polarity, oxidation, needs batteries and casing
3014 - cylinder not installed correctly
3007 - wrong batteries polarity, oxidation, needs batteries and casing
3009 - cylinder not installed correctly
DECK 4
4020 - missing screw for front plate
4014 - reader installed upside-down, batteries
4022 - screws for front plate missing
4026 - reader installed upside-down
4028 - screws for front plate missing
4037 - front plate missing
4039 - batteries
4041 - front plate missing, lockcase doesn't work (check pins)
4045 - LCU cover is missing, batteries
4046 - doors can't be closed
4050 - wrong batteries polarity, oxidation, needs batteries and casing
4048A - reader installed upside down
4054 - wrong batteries polarity, oxidation, needs batteries and casing
DECK 5
5004H - batteries

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5004C - batteries
5007 - doesn't work
5006B - batteries
5008 - doesn't work
DECK 6
6036 - wrong batteries polarity, oxidation, needs batteries and casing
6039 - batteries
6035 - batteries
6031 - batteries
6002A - battery cover is missing
6005A - lockcase doesn't work (check pins)
DECK 7
7011 - reader installed upside down
7012 - lockcase doesn't work (check pins)
7015B - batteries
7020 - stucked latch on lockcase
DECK 8
8007 - batteries
8010 - batteries
8009 - doesn't work, latch stucked
8011B - doesn't work
8001 - LCU cover broken

*Ovaj prijevod sastoji se od
22 lista / 10 stranica prijevoda
Br. Ov.: 85/22
Datum: 15. lipnja 2022.*

Ovjereni prijevod s engleskog jezika

/Sve stranice izvornika sadržavaju logotip Quark Expeditions/ LLC/

/sve stranice izvornika sadržavaju tekst: Vinson Expeditions,

/sve stranice izvornika sadržavaju datum: 8. lipnja 2022./

PRILOG B - DODATAK 10

STAVKA	NAZIV OPREME OPIS KVARA	Referentni broj iz Dodatka 10	PODUZETE MJERE	Troškovi rada osoblja (USD)	Ostali troškovi (USD)	UKUPNI TROŠKOVI (USD)
TEHNIČKI DIO						
1	Sika paluba nije dovršena na većini mjesta na brodu, Sika paluba nije zaštićena sa strane i voda prodire ispod Sika palube / Odljevni otvori nisu usklađeni s razinom Sika palube	SFI 531 (i brojni zahtjevi za ispravcima)	Različiti radovi na različitim plaubama - vidjeti Prilog 1.	0	205.000	205.000
1 A	Nakon što je plovilo ušlo u uporabu za putnike (prosinac 2021.), potvrđeno je da je Sika premaz pada / palube na Palubi 5 na krmi i balkonima na Palubi 6 (prema sumnjama iz Trsta) pretanak te bi Siku u tim područjima trebalo obnoviti.	SFI 531 (i brojni zahtjevi za ispravcima)	Novi Sika premaz na podovima/palubama nanesen na zahvaćena područja tijekom remonta u AS-u u ožujku 2022.	0	83.500	83.500

/sve stranice izvornika sadržavaju tekst: Vinson Expeditions, LLC, društvo osnovano na Maršalovim otocima pod brojem 964172 sa sjedištem na adresi The Trust Company of the Marshall Islands, Inc., Trust Company Complex, Ajeltake Road, Majuro, MH96960, Maršalovi Otoki/

/sve stranice izvornika sadrže nečitljivi potpis/

2	Prozorski okviri, okviri vrata linice i pregrada su previše poprskani bojom, sa mrljama hrđe, silikon je uprljan prašinom, boja balkonskih vrata je oštećena. Sicaflex se odvaja između okvira vrata i pregrade	SFI 270	Čišćenje posebnim kemikalijama, ponovno bojenje i popravak potrebni su za sve prozorske okvire koristeći specijaliziranu opremu i veliku radnu snagu	15.600	9.400	25.000
3	Drvna ograda na otvorenoj palubi ima vrlo tanak sloj laka tako da se drvo počelo oštećivati. Rukohvat nije obložen sicaflexom s donje strane pa je otvoren za kontaminaciju i pukotine - Brušenje i lakiranje 4 dodatna sloja. Korištenje sikaflexa za područje s donje strane ograde.	SFI 533	Brušenje i lakiranje 4 dodatna sloja i korištenje sikaflexa prema potrebi	12.000	3.000	15.000
4	Brave na vratima nisu ispravno funkcionirale - vidjeti stavku 5.	SFI 334-1	Brave za vrata osigurao je Vlasnik kao Opšrbu od vlasnika, ali ih je postavio proizvođač Brodograđilišta i bile su pogrešno postavljene; dijelovi nedostaju ili su slomljeni tijekom postavljanja. Sve stavke zahtijevaju popravak/zamjenu kako bi se riješio problem kako je utvrđen u Prilogu 2.	0	17.500	17.500
5	Nekoliko odjeljnih otvora nema pročistač. Utvrđeno je da su blokirani sljedeći odjeljni otvori na otvorenoj palubi: Paluba 4 krma lijeva strana, paluba 4 lijeva strana ispod brodice za spašavanje 3, paluba 7 lijeva strana krma, paluba 5 pramac, Paluba 5 krma lijeva strana, paluba 6 krma lijeva strana, paluba 5 cijev za odvodnju propušta. Odjeljni otvori prostorije za odmrzavanje mesa i ribe ne rade. Glavni odjeljni otvori praonice rublja ne rade. Potrebno je ukloniti nedostatke na odjeljnim otvorima.	SFI 804 i SFI 276	Odjeljni otvori su popravljani, a pročistači kupljeni i postavljeni na odgovarajući način	140	940	1.080
6	Sva stubišta na otvorenim palubama su onečišćena Sikom, oštećeni su metalni dijelovi i rukohvati te ih je potrebno ponovno obojati. Potrebno je propisno očistiti sva stubišta i ponovno obojati metalne dijelove.	SFI 270	Sva stubišta su propisno očišćena, a metalne dijelove je potrebno ponovno obojati.	2.400	0	2.400

7	Cijevi od nehrđajućeg čelika su onečišćene mrljama trajnog markera i nisu polirane.	SFI 270	Cijevi su očišćene i ispolirane prema traženom standardu	960	0	960
8	9 Brave na balkonskim vratima su razbijene, jedna nedostaje. Guma je oštećena i potrebna je zamjena. Popraviti brave na balkonskim vratima. Guma mora biti pravilno zabrtvljena.	SFI 516	Zamijska vrata isporučena prekasno za ugradnju. U međuvremenu su brave popravljene što je bolje moguće, a guma pravilno zabrtvljena i ugrađena	840	0	840
9	Utvrđeno je da podvodni trup nije dovoljno zaštićen bojom za suzbijanje obrastanja. Potrebno je opsežno premazivanje (potpuni dodatni sloj).	SFI 270	Ponovno nanese boja za suzbijanje obrastanja što je zahtijevalo dodatne troškove dokovanja; kupnja Hempelovog Antifouling Oceanic+; 1000 litara i radna snaga za premazivanje tijekom dokovanja	0	26.800	26.800
10	GSK-ovi osigurani u trenutku isporuke, ali nije predviđeno nikakvo mjesto za skladištenje. GSK-ovi su testirani u vodi i nisu 100% vodootporni.	SFI 503	Brodogradilište nije pružilo rješenje. Pronađeno rješenje je čuvati ih na sigurnom mjestu koje omogućuje njihovo spuštanje u slučaju napuštanja broda. Mjesto koje je za to određeno sada je Paluba 9, čuvanje u zatvorenim bačvama. Potrebno je kupiti 42 zatvorene bačve za postizanje rješenja	240	2.900	3.140
12	Staklene pregrade za balkone nisu opremljene ojačanim okvirima i zaključavaju se samo s jednom slabom točkom zaključavanja.	SFI 516	Postaviti na svaku staklenu pregradu ojačanog aluminijskog okvira s 2 točke zaključavanja. Potrebna kupnja i ugradnja potrebnih okvira	0	54.200	54.200
13	Ispuna i bojanje na lijevoj strani nisu dovršeni prema specifikaciji	Stavka 22	Potrebna kupnja raznih potrebnih materijala od Hempela za dovršetak bojanja i odgovarajuća radna snaga	0	127.000	127.000
14	Popravci i premazivanje /novo bojanje oštećenih područja trupa plovila	SFI 270	Uklonjena je hrđa na cijelom plovilu te su prelakirana i popravljena područja oštećenja	0	41.300	41.300

15	Uvjet klase primijenjen je na dan isporuke: CITAT Upućivanje na primjedbe prijavljenog tijela za odobrenje D39773_1059, 1056, 1055, 1054, razine zvučne izolacije i učinka buke: Sva područja koja nisu u skladu s kriterijima COMF (V-2) moraju se izmijeniti. Nakon izmjena, usklađenost s kriterijima provjerava se novim mjerenjima. Izvode se prema prihvaćenom planu i u prisutnosti procjenitelja DNV-a. DNV-u treba dostaviti izvješće s rezultatima novih mjerenja. KRAJ CITATA	SFI 334-1	Ugraditi dodatnu izolaciju za kabine na palubi 6 krma desna strana prema izvješću Brodosplita. Osoblje za demontiranje i ponovno postavljanje stropova. Mjerenje buke mora provesti certifikacijskopoduzeće Class koje će prisustvovati ispitnom mjerenju	360	20.200	20.560
16	Amblem vlasnika nije obojan s lijeve strane prema specifikaciji	SFI 261	Amblem obojan tijekom dokovanja	0	4.700	4.700
17	Provjera medicinske opreme nije obavljena prema Dodatku 10 i nije dostavljena potvrda o brodskoj ljeckarni	SFI 505	Nabaviti medicinsku opremu koja nedostaje i uvjerenje o brodskoj ljeckarni	0	2.900	2.900
18	Nedostaje 8 drenažnih poklopaca od nehrđajućeg čelika na otvorenim palubama	SFI 804 i SFI 276	Nabaviti i ugraditi 8 drenažnih poklopaca od nehrđajućeg čelika na otvorene palube	0	940	940
INTERIJER						
19	Dekoratívno svjetlo za spa recepciju	Stavka 134.: Spa recepcija - Dekoratívna svjetla - zidna svjetla	Dobavljeno i ugrađeno prema specifikaciji	0	596	596
20	Ogledala kabina/apartmana iznad sofa	Stavka 24.: Ogledalo iznad sofa je zalijepljeno samo na nekoliko mjesta/loše postavljeno - sigurnosni problem. Osigurati da je pravilno zalijepljeno i dodati mehaničke nosače (nosače treba poravnati s Quarkom).	Nosače je specificirao i postavio izvođač	0	3.100	3.100

21	Apartmani - nedostaju ogledala iznad sofa	Stavka 107.: Kabine i apartmani - razno. Ispraviti sve nedostatke u skladu s Quark specifikacijom (bez zamjena). Nedostaci kako su navedeni ovdje i na različitim podnesenim zahtjevima.	Isporuka i ugradnja ogledala koja nedostaju	0	2.100	2.100
22	Svjetla za čitanje u panoramskom salonu Panorama Lounge	Stavka 33.: Zamijeniti svjetla za čitanje prvotno specificiranim svjetlima (Notholt specifikacije - bez zamjena)	Dobavljeno i ugrađeno prema specifikaciji	0	216	216
23	Putnički apartman - dodatak zida i B15 vrata u predvorju za smanjenje buke	Stavka 151.: Ako se trebaju dodati dodatni zid/vrata, Quark mora odobriti radne nacрте i specifikacije materijala za sva zahvaćena područja. Oprema i završne obrade moraju odgovarati onima koji se koriste drugdje u 6040 (bez zamjena). Tamo gdje postoji više mogućnosti (primjerice koju završnu obradu vrata ili tapete koristiti, budući da se u prostoru pojavljuje više vrsta), Quark će ih odabrati prema vlastitom nahođenju u roku od 48 sati od primitka nacрта.	B15 vrata nabavljena i ugrađena s novim zidom	0	5.600	5.600
24	U kabinama/apartmanima nedostaju ogledala	Stavka 107.: Kabine i apartmani - razno. Ispraviti sve nedostatke u skladu s Quark specifikacijom (bez zamjena). Nedostaci kako su navedeni ovdje i na različitim	Isporuka i ugradnja ogledala koja nedostaju	0	1.458	1.458

		podnesenim zahtjevima.					
25	LED rasvjeta svih šankova	Stavka 139.: Ugraditi rasvjetu koja nedostaje ispod radne površine prema USPH i Ulian planovima	Svi šankovi - ugraditi LED rasvjetu koja nedostaje uključujući profile i provesti električnu energiju	0	10.500	10.500	
26	Zamijeniti oštećene pločice s brojem sobe	Stavka 107.: Kabine i apartmani - razno. Ispraviti sve nedostatke u skladu s Quark specifikacijom (bez zamjena). Nedostaci kako su navedeni ovdje i na različitim podnesenim zahtjevima.	Dobavljeno i ugrađeno prema specifikaciji	0	870	870	
27	Zamijeniti recepcijski namještaj koji nije u skladu sa specifikacijom	Stavka 148.: Nedostaci javnog prostora - recepcija	Dobavljen zamjenski ormarić/PC stanica prema specifikaciji	0	2.399	2.399	
28	Dobaviti i ugraditi nedostajuću opremu za WC na palubi 5	Stavka 148.: Nedostaci javnog prostora - WC na palubi 5	Dobavljena oprema za WC koja je nedostajala uključujući cijevi i spojeve.	0	985	985	
29	Glavni restoran - zamijeniti svjetla u prednjem dijelu restorana i iznad vinskog bara.	Stavka 32.: Zamijeniti kružna svjetla u prednjem dijelu restorana	Dobavljena alternativna svjetla	0	23.312	23.312	
30	Svjetla iznad šanka u Panorama Lounge	Stavka 34.: Dekorativna svjetla u Panorama Lounge	Dobavljena i ugrađena alternativna svjetla	0	9.010	9.010	
31	Dekorativne oznake	Stavka 146.: Svi prostori - oznake	Dobava i montaža oznaka - dekorativnih i putokaza	0	48.248	48.248	
32	Kupnja laminata za kabine i apartmane	Stavka 107.: Kabine i apartmani - razno. Ispraviti sve nedostatke u skladu s Quark specifikacijom (bez zamjena). Nedostaci kako su navedeni ovdje	Kupnja laminata za uklanjanje nedostataka na glodarskim radovima u kabinama i apartmanima	0	2.850	2.850	

		i na različitim podnesenim zahtjevima.						
33	Zavjese za Spa		Stavka 148.: Nedostaci javnog prostora - spa	Dobavljene i postavljene zavjese koje nedostaju	0	742	742	
34	Panorama Lounge - uklanjanje kamina; rukohvati mosta za hitne slučajeve		Stavka 148 - Pregled javnog prostora - Panorama	Uklanjanje neispravnog kamina i popravlak tepiha te dodavanje rukohvata mosta za hitne slučajeve	0	2.125	2.125	
35	Hodnici - Lakiranje rukohvata		Stavka 117.: Svi prostori - Rukohvati	Industrijsko lakiranje gdje je potrebno.	0	1.771	1.771	
36	Područje prijema ekspedicije (recepција); hodnik u blizini glavnog restorana		Stavka 148.: Nedostaci javnog prostora - recepција/hodnici	Dobava i montaža utora za ugradnju TV-a - recepција i restoran	0	954	954	
37	Popravci nedostataka apartmana i kabina i tapeta za kabine/apartmane/javni prostor		Stavka 107.: Kabine i apartmani - Razno; Stavka 114: Svi prostori - Popravak/zamjena zidnih obloga	Ispraviti sve nedostatke u kabinama i apartmanima koji su utvrđeni na različitim aplikacijama, među kojima postavljanje pločica s brojem, postavljanje noćnog ormarića s Kriom površinom, svu ugradnju i popravak lajсни, popravke glodarskih radova, ugradnju ogledala, popravak ploče uzglavlja, popravak drvenih letvica. Također popravak tapeta u kabinama, apartmanima i javnim prostorima.	0	57 000	57.000	
38	Kabine i apartmani		Stavka 107.: Kabine i apartmani - razno	Izrada izvanrednih glodarskih radova uključujući lajsne ormara i gornje ploče, bočne lajsne stolova, nedostajuće ladice, vrata, police	0	9.500	9.500	
39	Apartmani		Stavka 1.: Preuređenje putničkih apartmana; Stavka 107: Kabine i apartmani - razni nedostaci.	Zamijeniti sve radne ploče Krionom jer laminat nije bio dostupan i nije bilo vremena za potpuno preuređenje apartmana kako je predviđeno u Dodatku 10. Dodati jastuke i profile koji nedostaju iz TV jedinica.	0	39.500	39.500	
40	Ready Rooms - vrata		Stavka 106.: Ready Rooms A60 vrata do 2057 i 2058	Učvršćivanje graničnika i profila oko vrata	0	534	534	

41	Ready Rooms - WC-i	Stavka 126.: WC - RR/C2 - 2053 A&B	Dobava i postavljanje rasvjete za ormare s ogledalom	0	3.023	3.023
42	Recepcija	Stavka 148 - Nedostaci javnog prostora - Recepcija	Montaža Krion ploče za radni stol, popravak zidova, magnetni držači za vrata, završna obrada oko prozora	0	21.703	21.703
43	Suvenirnica	Stavka 148 - Nedostaci javnog prostora - Suvenirnica; Stavka 129: Maloprodajna trgovina - POS rasvjeta	Postavljanje LED dioda u radni stol u trgovini, dorada oko vrata, podešavanje vrata garderobe, popravak klupe u garderobi	0	4.649	4.649
44	Glavni salon	Stavka 148.: Nedostaci javnog prostora - Glavni salon	Popravak rupe u stropu, profila ruba gazišta s LED svjetlom, poliranje Krion površine šanka, dobava i ugradnja zavjesa, podešavanje barske stolice	0	24.051	24.051
45	Glavni restoran	Stavka 148.: Nedostaci javnog prostora - Glavni salon	Uključuje popravak stabilnosti stolova, popravak rupa na stropu, ugradnju novih lusteru, poklopaca za odijevne otvore, poliranje Krion vinskog bara, bojanje/popravak cijelog HPL-a uključujući ulazni hodnik, popravak bifea.	0	53.404	53.404
46	Paluba 5 WC	Stavka 148.: Nedostaci javnog prostora - WC na palubi 5	Popravci, uključujući dobavu i postavljanje odlijevih otvora	0	622	622
47	Fitness	Stavka 148.: Nedostaci javnog prostora - Fitness	Uključuje popravak poda, postavljanje lajсни, ugradnju rasvjete, bojanje, ugradnju ogledala koja nedostaju, kukica za jogu i popravak laminata u cijelom prostoru.	0	23.097	23.097
48	Restoran Lido	Stavka 6.: Lido visoki stolovi; Stavka 47: Lido fiksna sjedala srednje visine preko puta bifea	Uključuje izmjenu stolova postavljanjem novih nosača kako bi se omogućio primjeren ulaz	0	21.440	21.440
49	Višenamjenska soba	Stavka 148.: Nedostaci javnog prostora - Višenamjenska soba; Stavka 88: Višenamjenska soba - stup	Uključuje dekorativno oblaganje stupova, nedostaci u pogledu boje i profila	0	3.389	3.389

50	Panoramski salon Panorama Lounge	Stavka 34.: Dekorativna svjetla - Panorama Lounge; Stavka 109: Svi prostori - glodarski radovi i Krion	Uključuje ugradnju stropa iznad šanka, poliranje Krion površine šanka radi uklanjanja ogrebotina, popravak ogrebotina u vitrinama.	0	4.575	4.575
51	Spa	Stavka 148.: Nedostaci javnog prostora - Spa; Stavka 18 - 7023 Držači za zavjese; Stavka 19: 7020 - tuš; Stavka 127: Frizerski salon 7023	Uključuje dovršetak polaganja pločica u parnoj sobi i na grijanoj klupi, dobavu i ugradnju nedostajućih profila, popravke tuša, ivičnjake tuša, svjetla koja nedostaju u frizerskom dijelu, postavljanje garniše i zavjese u 7023 i druge nedostatke.	0	21.184	21.184
52	Paluba 7 WC-i	Stavka 125.: WC - D7 - 7003 i 7004; Stavka 148: Nedostaci javnog prostora - WC-i na palubi 7	Uključuje dobavu i ugradnju svjetala, ogleđala, WC školjke, profila, poklopaca za odjevne otvore koji nedostaju, bojanje i završnu obradu.	0	25.081	25.081
53	Stubišta i predvorja	Stavka 148.: Nedostaci javnog prostora - Stubišta i predvorja; Stavka 117: Svi prostori - Rukohvati i metalni potporni sustavi	Uključuje ponovno bojanje proveza, ponovno bojenje ogrebotina, popravak profila vrata, pričvršćivanje rukohvata, kutije za prekrivanje magnetska vrata, ponovno postavljanje tapeta po potrebi.	0	30.275	30.275
54	Hodnici	Stavka 148.: Nedostaci javnog prostora - hodnici	Popravak oštećenih kvaka i profila na vratima, ugradnja lajsni koje nedostaju, nedostaci na okvirima i u završnoj obradi	0	11.925	11.925
55	Dizala	Stavka 23.: Putnička dizala; Stavka 117: Svi prostori - Rukohvati i metalni potporni sustavi	Uključuje zatvaranje krajeva rukohvata i popravak ogrebotina na okvirima vrata	0	1.393	1.393
56	Javne površine za posadu	Stavka 148.: Nedostaci prostora - Bar za posadu; USPH - Bar za posadu; SFI505 - Bolnica; SFI417 - Navigacijski stol u kormilarnici	Uključuje nabavu i ugradnju barskih stolica u baru za posadu, USPH injektiranje u baru za posadu, dobavu i ugradnju nedostajućih ploha na noćne ormariće u bolničkim sobama, ugradnju navigacijskog stola koji nedostaje u kormilarnici	0	9.137	9.137

NAPOMENA: Prethodno navedeno predstavlja troškove za stavke iz Dodataka 10 koje je pretrpio Vinson prema stanju na dan 3. studenoga 2021. Vinson zadržava pravo prijaviti dodatnu štetu za stavke iz Dodataka 10 kako je bude utvrdio i/ili kvantificirao

UKUPNO (USD) 1.115.140

Potpisano za i u ime Vinson Expeditions, LLC

/potpis nečitljiv/

Potpisao:

Andrew White

Funkcija:

Upravitelj

Datum:

8. lipnja 2022.

Ovime ja, Helena Smiljanić, mag.pis.prev., stalni sudski tumač za talijanski, engleski, njemački i srpski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Rijeci br. 4 Su-225/2022-4 od 3. svibnja 2022., potvrđujem i ovjeravam da je ovaj prijevod s engleskog na hrvatski jezik vjeran tekstu izvornika.

Rijeka, 15. lipnja 2022.
Br.-ov.: 85/22

Helena Smiljanić, univ.spec.





Date: 8 June 2022

Vinson Expeditions, LLC

ANNEX C – WARRANTY CLAIMS

WARRANTY CLAIM NO.	EQUIPMENT / DEFECT	DATE OF WARRANTY CLAIM	Crew Labour Cost (USD)	Other Costs (USD)	TOTAL COST (USD)
ENGINE					
E 006	Flowmeter not read the flow rate	11/04/2021	64	2,345	2,409
E 015	Impossible to transfer Sanitary mix tk 8P to SSW TL, according drawing	04/05/2021	0	5,500	5,500
E 017	Wrong connected pipes for alternator end bearing	16/04/2021	0	1,000	1,000
E 018	Blige valve Valve - no signal given for open	17/05/2021	200	1,135	1,355
E 019	Pastry preparation refrigerators Crew Galley / no cooling / freon lost	26/05/2021	120	7,500	7,620
E 021	Fin Stabilizer Starboard side - Given alarm long time for unlock fin	26/05/2021	200		200
E 022	ABC Anglo Belgium Cooperation Engine N3 - During operation coming alarm Fuel low pressure	26/05/2021	120	500	620
E 023	ABC Anglo Belgium Corporation Engine N4	28/05/2021	260	6,200	6,460
E 024	ERA Bunkering UV Sterilizer Control cabinet	25/06/2021	80	600	680
E 026	Propulsion drive Port side / Line converter / inverter ACS 800	28/06/2021	920	12,200	13,120
E 029	Reverse osmosis unit, bottom membrane has high conductivity - 2700 uS. Could be broken high pressure connection pipe or membrane was dry during long time.	30/06/2021	0	17,400	17,400
E 030	FAR points calibration and adjustment	07/03/2021	0	3,000	3,000



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E 031	Elevators are not certified; annual service should be performed. Contact manufacturer (Schindler/Kone/Others) for certificates and annual service.	01/09/2021	0	11,700	11,700
E 032	Drainage line from Deck 1 to Deck 0 bilge is absent. Should be installed.	01/06/2021	0	1,960	1,960
E 033	ERA Chilled Water Unit. Following alarms are appearing during operation. Circuit A: Alarm Code 19: Oil pressure transducer failure, compressor A2. Alarm Code 31: Loss of communication with SCPM A2 board. Alarm Code 50: Pre-start oil pressure, compressor A1. Circuit B: Alarm Code 70: Low oil pressure compressor B1. ERF Chilled Water Unit, Circuit A: Alarm Code 9: Compressor A1, discharge gas sensor. Alarm Code 50: Pre-start oil pressure, compressor A1. Alarm Code 54: oil level circuit A low. Not working PROPERLY. Required Carrier technician/spare parts	02/04/2021	0	32,600	32,600
E 036	Electrical sockets in medical facility not working. Circuit breaker is tripping.	01/09/2021	104		104
E 038	AWWTS (Advanced Waste Water Treatment System) tested by Shipyard but never in service. Technical assistance should be provided (local or remote).	01/09/2021	400	3,900	4,300
E 039	Sornec scope not completed as stated in the Recommendation issued by Class at the time of the delivery	01/09/2021	0	11,200	11,200
E 040	Remote tank sounding system to be calibrated	01/09/2021	0	5,600	5,600
E 041	Converter not active during engine running. Not working. Converter needs to be replaced with new one.	15/08/2021	0	2,650	2,650
E 042	Fuel leakage through fuel rack. Need to order and replace internal O-ring.	05/08/2021	320	120	440
E 043	Broken glass cover light busted. Moisture penetrate inside and the lamp (Explosion Proof Perimeter Light) exploded under rays of the sun. Need to replace with new one.	27/07/2021	240	3,300	3,540
E 044	Flow sensor nut is cracked. Heavy duty power connector - burned out. UV Lamp Quartz tube (2pcs) - cracked. Flow sensor nut to be replaced. Heavy duty connector - replaced. UV Lamp Quartz tube (2pcs) - replaced.	17/08/2021	1,600	8,320	9,920
E 045	after receiving a spare coupling we tested the system and found that the hydraulic pump does not give the necessary pressure. Only 14 bar instead of 50 bar. The new hydraulic pump is required.	13/05/2021	520	3,000	3,520
E 046	ABB Propulsion Inverter Module in Malaga	03/11/2021	1,960	47,000	48,960

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	Closing of remarks for Certification	03/11/2021	0	35,000	35,000
E 047	To change full washing machines connections	03/11/2021	1,840	3,000	4,840
E 048	Zodiac crane (Port) Model: TC 15 Absolute Rotary Encoder	07/12/2021	236	3,790	4,026
E 049	S Band radar Electrical Motor	20/12/2021	236	2,230	2,466
E 050	Main Frequency Inverter PLC Control Panel	14/12/2021		3,500	3,500
E 051	Gasifier Oxygen Sensor	14/12/2021		1,850	1,850
E 052	Zodiac hangar door hydraulic cylinder	14/12/2021		2,700	2,700
E 053	Pax Elevators not marine type. PL1 & PL2 Counter weights; slider shoes; limit switch	06/01/2022	472	138,100	138,572
E 054	Gasifier - Inverter for Sliding Plate Motor (Chamber G200) malfunction due to damaged cabling	07/02/2022		1,124	1,124
E 055	Defective Fuel Differential pressure switch (950.172.1700.11)	13/02/2022		3,076	3,076
E 056	Gasifier - sliding Plate was jamming while opening/closing Chamber G300 leading to motor overload, and in turn overload of inverter output	25/12/2021		1,500	1,500
E 057	Zodiac cranes - unreliable, repetitive breakdowns. See Claims E039 and E049	03/03/2022		10,100	10,100
E 058	ABB Propulsion Plant	01/03/2022		800,000	800,000
E 059	Remote tanks sounding system not reliable as per claims E040. Needs manual sounding system	03/03/2022		33,000	33,000
E 060	ABC Governors & AVR load sharing timing	05/03/2022		846	846
E 061	ME1 Turbo charger converter not active during engine running	05/03/2022		2,200	2,200
E 062	Main Galley mixer - Electrical motor not running due to inverter not working	21/03/2022		1,000	1,000
E 063	Thruster Room Forward Sea Chest, Gate Valve not closing fully	24/03/2022	1,400	12,750	14,150
E 064	RESCUE BOAT DAVIT, Hydraulic Pump insufficient pressure	26/03/2022		20,000	20,000
E 065	Passenger and Service Elevators: PL1.2, SL1.2, 3.4 Counterweight is slipping over the rails	26/03/2022		17,500	17,500
E 066					

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E 067	Missing Electrical Safety Mat from Ship Commissioning in Propulsion Roomport and Stbd sid	26/03/2022		3,200	3,200
E 068	Heli Fuel Pump Skid, Gas Detector	26/03/2022		2,950	2,950
DECK					
D 001	FWD HI-fog modul can not be in position Master	03/04/2021	400	15,668	16,068
D 002	Watertight doors	03/04/2021	1,160	10,920	12,080
D 003	Rescue boat: 1) Wire is touching hull of rescue boat and will damage it during operation 2) Missing cover hatch	15/04/2021	60	500	560
D 006	Railing vibrating during operation	14/04/2021	420	200	620
D 007	Weather doors-not closing properly-marking O-C	15/04/2021	0	0	0
D 010	Lifeboats, rescue boat, liferaft and gangways	15/04/2021	600	100	700
D 013	Sounding Pipes Covers Missing	16/04/2021	0	1,040	1,040
D 014	PW Tank 12 Starboard	15/04/2021	380	0	380
D 016	Fire Dampers And Flaps	20/04/2021	2,240	5,750	7,990
D 019	Topping up air driven pump never stop. Can not reach appropriate pressure. Aft module - defect FWD modul -OK	04/05/2021	200	0	200
D 021	Helicopter Hangar Door. Stacked in open position and can not be closed	13/07/2021	712	1,950	2,662
D 022	WTD No.1-69 - Indication light motor start always and motor pump is run and stop with no reason	13/05/2021	640	3,980	4,620
D 023	After each alteration 180 degrees the gyrocompass is losing the meridian and requires appx 3 hours for settling reliable heading data. Already 3 times. The Gyro 2 is operation properly, without same issue (equal type of gyrocompass)	25/05/2021	40	0	40



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D 024	Life boat wire damaged and Hoisting mechanism out of order	25/05/2021	820	1,400	2,220
D 029	Minifog Marine XP - water mist system pump units: DNV TA required for hose assemblies - hose connection to pumps to be replaced by DNV Type approved ones. Reference to product test certificate N141X241, N141X24K.	15/04/2021	0	0	0
D 033	BA compressor - Not connected to Emergency Switchboard	12/04/2021	1,520	3,500	5,020
D 034	Starboard Zodiac Doors Piston - Zodiac doors leakages/hydraulic issues- Starboard door piston leaking	14/04/2021	0	9,300	9,300
D 035	Stern ramp door - Marina Door, cylinder sag, Door Structure	12/04/2021	0	15,200	15,200
D 037	Stability computer - Checked with following remarks: - Separate unit to be installed on the bridge - Free surface moments even with low % of volume - Remote sounding inputs to be confirmed - Draught fwd in rough sea set at 4.50m instead 4.80m (recalculated at 4.606)	11/04/2021	400	1,600	2,000
D 039	Locks for the Zodiac and provision doors are opening by themselves. The reason of losing pressure are missing non return valves on the hydraulic cylinders of the doors	14/04/2021	0	63,000	63,000
D 042	Rudder angle indicators on SRTP Bridge are not working, showing Hard to Starboard while rudder is in Midship position	13/04/2021	40	0	40
D 043	Heli monitoring station - Deck 8 the lock does not work	14/04/2021	24	0	24
D 047	Fire Doors.	12/04/2021		7,000	7,000
D 056	Embarkation Gangways	03/11/2021	3,040	0	3,040
D 067	Sewage/Screening Unit/Sludge tank/GW Tanks/Grease separator	03/11/2021	0	10,000	10,000
D 068	Speed Log malfunctioning	07/12/2021	400		400
D 069	Searchlights - Existing searchlights are not sufficient enough for ice navigation and not in compliance with Greenland regulations	07/01/2022	2,560	28,300	30,860

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D 070	All windows on the port side of Deck 5 and couple of windows on Deck 4 port side have double glazing failed	24/12/2021		50,200	50,200
D 071	Inner glass of the window exploded in the Balena Restaurant FWD port side on the 7th of January 2021 at 17:15LT	24/12/2021	240	3,200	3,440
D 072	Open decks - scuppers and gratings - insufficient and poorly located deck 7, 6, 5, various balconies	12/01/2022	21,000	37,000	58,000
D 074	Bolts and nuts on open decks used for installation of the lights and speakers are not stainless steel and they are getting corroded	12/01/2022	14,400	3,000	17,400
D 075	Fairleads on FWD and AFT mooring station - gap in between roller of the fairlead and base of the fairlead - cutting mooring ropes	12/01/2022		39,000	39,000
D 076	Deck 4 smoking area - open decks scuppers and gratings - insufficient and poorly located	12/01/2022		21,500	21,500
D 078	Inspection manhole is missing for Void 15C. Void not fitted with flooding monitoring system or manual sounding	14/03/2022		9,000	9,000
D 079	Fresh Water tanks air vent - the air vent pipe going horizontally 2.5 meters and it is not painted inside. Water is making corrosion and water become yellow	14/03/2022		3,000	3,000
D 080	Missing opening for Manhole Deck 7	19/03/2022		3,000	3,000
D 081	Missing Fire Insulation in Manholes	19/03/2022	480	3500	3,980
INTERIOR					
INT 01	AX Wet Unit Shower Seats - in the following cabins: 325/602/615/619/627/702/705. The shower bench solid surface material has fully failed in cabins and suites - they are cracking, and some have completely split into separate sections.	02/03/2022			21,433
INT 02	Blackout curtains - 11 curtains within suites noted above are missing the black out backer panel as required in the technical specifications	02/03/2022			12,861



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INT 03	Panorama ceiling (games area and library) - suspension system failing overhead - panels all damaged, cracked and warping from insufficient support & hanging system	29/03/2022			26,803
INT 04	PAX Cabins/Suites- multiple PAX cabins - rusting and paint surface defects on various champagne details throughout cabins and suites	29/03/2022			21,439
				TOTAL (USD)	1,785,578

NOTE: The above represents the warranty-related costs (incurred or estimated) by Vinson as at 8 June 2022. Vinson reserves the right to amend the amounts stated and/or claim additional warranty damages as they are identified and/or quantified.

Signed for and on behalf of Vinson Expeditions, LLC

By:

Andrew White

Role:

Manager

Date:

8th June 2022



*Ovaj prijevod sastoji se od
16 listova / 7 stranica prijevoda
Br. Ov.: 86/22
Datum: 15. lipnja 2022.*

Ovjereni prijevod s engleskog jezika

/Sve stranice izvornika sadržavaju logotip Quark Expeditions/
LLC/

/sve stranice izvornika sadržavaju tekst: Vinson Expeditions,

/sve stranice izvornika sadržavaju datum: 8. lipnja 2022./

PRILOG C - JAMSTVO

JAMSTVENI ZAHTEJEV BR.	OPREMA / KVAR.	DATUM JAMSTVENOG ZAHTEJEVA	Troškovi rada osoblja (USD)	Ostali troškovi (USD)	UKUPNI TROŠKOVI (USD)
MOTOR					
E 006	Mjerač protoka ne očitava brzinu protoka	11.4.2021	64	2.345	2.409
E 015	Nemoguće je prebaciti Sanitarnu mješavinu tk 8P na SSW Tk, prema nacrtu	4.5.2021	0	5.500	5.500
E 017	Pogrešno spojene cijevi za krajnji ležaj alternatora	16.4.2021	0	1.000	1.000
E018	Ventil kaljužnog sustava - nema signala za otvaranje	17.5.2021	200	1.135	1.355
E 019	Hladnjaci za pripremu slastica u brodskoj kuhinji Crew Galley / nema hlađenja / nema freona	26.5.2021	120	7.500	7.620
E 021	Stabilizator desna strana - alarmu je potrebno dugo vremena za otključavanje peraje	26.5.2021	200		200
E 022	ABC Anglo Belgium Cooperation Motor br. 3 - Tijekom rada pali se alarm niskog tlaka goriva	26.5.2021	120	500	620
E 023	ABC Anglo Belgian Corporation Motor br. 4	28.5.2021	260	6.200	6.460

/sve stranice izvornika sadržavaju tekst: Vinson Expeditions, LLC, društvo osnovano na Maršalovim otocima pod brojem 964172 sa
sjedištem na adresi The Trust Company of the Marshall Islands, Inc., Trust Company Complex, Ajeltake Island, Majuro,
MH96960, Maršalovi Otoki/

/sve stranice izvornika sadržavaju nečitljivi potpis/

E 024	Kontrolni ormarić UV sterilizatora ERA Bunkering	25.6.2021	80	600	680
E 026	Pogon propulzora lijeva strana / Linijski pretvarač / inverter ACS 800	28.6.2021	920	12.200	13.120
E 029	Jedinica za reverznu osmozu, donja membrana ima visoku vodljivost - 2700 uS. Možda je pukla visokotlačna priključna cijev ili je membrana dugo vremena bila suha.	30.6.2021	0	17.400	17.400
E 030	Kalibracija i podešavanje FAR točaka	7.3.2021	0	3.000	3.000
E 031	Dizala nisu certificirana; treba provesti godišnji servis. Obratiti se proizvođaču (Schindler/Kone/ostali) za potvrde i godišnji servis.	1.9.2021	0	11.700	11.700
E 032	Nema odvodnog voda od Palube 1 do kaljužnog sustava Palube 0. Trebalo bi ga postaviti.	1.6.2021	0	1.960	1.960
E 033	ERA jedinica za rashladnu vodu. Tijekom rada pojavljuju se sljedeći alarmi. Sklop A: Oznaka alarma 19: Kvar pretvarača tlaka ulja, kompresor A2. Oznaka alarma 31: Gubitak komunikacije sa SCPM A2 pločom. Oznaka alarma 50: Tlak ulja prije startanja, kompresor A1. Sklop B: Oznaka alarma 70: Niski tlak ulja kompresor B1. ERF jedinica za rashladnu vodu, Sklop A: Oznaka alarma 9: Kompresor A1, senzor ispušnog plina. Oznaka alarma 50: Tlak ulja prije startanja, kompresor A1. Oznaka alarma 54: niska razina ulja u Sklopu A. Ne radi ISPRAVNO. Potreban Carrier tehničar/rezervni dijelovi	2.4.2021	0	32.600	32.600
E 036	Električne utičnice u zdravstvenoj sobi ne rade. Okida prekidač strujnog kruga.	1.9.2021	104		104
E 038	Sustav AWWTS (Napredni sustav za pročišćavanje otpadnih voda) testiralo Brodogradilište, ali nikad nije bio u upotrebi. Treba osigurati tehničku pomoć (na licu mjesta ili na daljinu).	1.9.2021	400	3.900	4.300
E 039	Posao Sormeca nije dovršen kako je navedeno u Preporuci koju je izdalo društvo Class u vrijeme isporuke	1.9.2021	0	11.200	11.200
E 040	Potrebna kalibracija daljinskog sustava mjerenja spremnika	1.9.2021	0	5.600	5.600
E 041	Pretvarač nije aktivan tijekom rada motora. Ne radi. Pretvarač je potrebno zamijeniti novim.	15.8.2021	0	2.650	2.650
E 042	Curenje goriva kroz letvu pumpe za gorivo. Potrebno je naručiti i zamijeniti unutarnji O-prsten.	5.8.2021	320	120	440
E 043	Svjetlo na poklopcu razbijenog stakla je puklo. Vлага prodire unutra i lampa (perimetarsko svjetlo otporno na eksploziju) je eksplodirala pod zrakama sunca. Potrebno ju je zamijeniti novom.	27.7.2021	240	3.300	3.540

E 044	Matica senzora protoka je napukla. Visoko otporni priključak za napajanje - izgorio. Kvarcna cijev UV lampe (2 kom) - napukla. Maticu senzora protoka treba zamijeniti. Visoko otporni priključak - zamijenjen. Kvarcna cijev UV lampe (2 kom) - zamijenjena.	17.8.2021	1.600	8.320	9.920
E 045	nakon što smo dobili rezervnu spojnicu testirali smo sustav i ustanovili da hidraulična pumpa ne daje potreban tlak. Samo 14 bara umjesto 50 bara. Potrebna je nova hidraulična pumpa.	13.5.2021	520	3.000	3.520
E 046	Modul invertera ABB pogona u Malagi	3.11.2021	1.960	47.000	48.960
E 047	Zaključivanje primjedbi za certifikaciju	3.11.2021	0	35.000	35.000
E 048	Promijeniti sve priključke perilica rublja	3.11.2021	1.840	3.000	4.840
E 049	Zodiac kran (lijeva strana). Model: TC 15 Apsolutni rotacijski davači	7.12.2021.	236	3.790	4.026
E 050	Električni motor S-Band radara	20.12.2021.	236	2.230	2.466
E 051	Upravljačka ploča glavnog PLC pretvarača frekvencije	14.12.2021.		3.500	3.500
E 052	Lambda sonda uplinjača	14.12.2021.		1.850	1.850
E 053	Hidraulični cilindar vrata hangara Zodiac	14.12.2021.		2.700	2.700
E 054	Osobna dizala nisu brodska. PL1 & PL2 Protutezi; klizne stopice; granična sklopka	06.01.2022.	472	138.100	138.572
E 055	Uplinjač - Inverter za motor klizne ploče (Komora G200) radi neispravno zbog oštećenog kabela	07.02.2022.		1.124	1.124
E 056	Neispravna sklopka diferencijalnog tlaka goriva (950.172.1700.11)	13.02.2022.		3.076	3.076
E 057	Uplinjač - klizna ploča se zaglavila prilikom otvaranja/zatvaranja komore G300 što je dovelo do preopterećenja motora, a zauzvrat i preopterećenja izlaza invertera	25.12.2021.		1.500	1.500
E 058	Kranovi Zodiac - nepouzdati, ponavljajući kvarovi. Vidjeti stavke E039 i E049	03.03.2022.		10.100	10.100
E 059	ABB pogonski sustav	01.03.2022.		800.000	800.000

E 060	Daljinsko mjerenje razine tekućine u tanku nije pouzdano prema stavkama E040. Potreban je ručni sustav mjerenja	03.03.2022.		33.000	33.000
E 061	Vrijeme aktivacije regulatora ABC i AVR-a za raspodjelu opterećenja	05.03.2022.		846	846
E 062	ME1 Pretvarač tlaka na turbo punjaču nije aktivan tijekom rada motora.	05.03.2022.		2.200	2.200
E 063	Mikser glavne kuhinje - Električni motor ne radi jer inverter ne radi	21.03.2022.		1.000	1.000
E 064	Prostorija s porivnikom, Pramčani usisni koš za morsk vodu, zaporni ventil se ne zatvara u potpunosti	24.03.2022.	1.400	12.750	14.150
E 065	ČAMAC ZA SPAŠAVANJE DAVIT, Hidraulična pumpa - nedovoljan tlak	26.03.2022.		20.000	20.000
E 066	Putnička i servisna dizala: PL1,2; SL1,2,3,4 Protuuteg klizi preko šina	26.03.2022.		17.500	17.500
E 067	Nedostaje sigurnosni prostirač za zaštitu od struje od primopredaje broda u prostorijama pogonskog stroja na lijevoj i desnoj strani	26.03.2022.		3.200	3.200
E 068	Zaštita (Skid) pumpe za gorivo Heli, detektor plina	26.03.2022.		2.950	2.950
PALUBA					
D 001	FWD HI-FOG modul ne može biti u poziciji Master	3.4.2021	400	15.668	16.068
D 002	Vodonepropusna vrata	3.4.2021	1.160	10.920	12.080
D 003	Brodica za prikupljanje: 1) Žica dodiruje trup brodice za prikupljanje i oštetit će ga tijekom rada 2) Nedostaje poklopac otvora	15.4.2021	60	500	560
D 006	Ograda vibrira tijekom rada	14.4.2021	420	200	620
D 007	Izložena vrata (engl. Weather doors) - ne zatvaraju se pravilno - oznaka O-C	15.4.2021	Potrebno navesti	Potrebno navesti	Potrebno navesti
D 010	Čamci za spašavanje, brodice za prikupljanje, splav za spašavanje i brodske skale	15.4.2021	600	100	700
D 013	Nedostaju obloge na mjernim cijevima	16.4.2021	0	1.040	1.040

D 014	Tank za svježu vodu (FW) br. 12 na desnoj strani	15.4.2021	380	0	380
D 016	Požarne zaklopke i štitnici	20.4.2021	2.240	5.750	7.990
D 019	Dopunjavanje pumpe na zračni pogon nikada ne prestaje. Ne može postići odgovarajući tlak. Krmeni modul - neispravan FWD modul -OK	4.5.2021	200	0	200
D 021	Vrata hangara za helikoptere. Zaglavljena u otvorenom položaju i ne mogu se zatvoriti	13.7.2021	712	1.950	2.662
D 022	WTD br. 1-69 - Svjetlosni signal za pokretanje motora uvijek upaljen i motorna pumpa radi i zaustavlja se bez razloga	13.5.2021	640	3.980	4.620
D 023	Nakon svake izmijene smjera za 180 stupnjeva žirokompas gubi meridijan i potrebno mu je otprilike 3 sata za utvrđivanje pouzdanih podataka o smjeru. Već 3 puta. Žirokompas Gyro 2 radi ispravno, bez istih problema (jednaka vrsta žirokompasa)	25.5.2021	40	0	40
D 024	Žica brodice za spašavanje je oštećena i mehanizam za podizanje nije u funkciji	25.5.2021	820	1.400	2.220
D 029	Minifog Marine XP - pumpne jedinice sustava vodene maglice: potrebno odobrenje tipa od DNV-a za sklopove crijeva - priključak crijeva na pumpe treba zamijeniti onima s odobrenjem tipa DNV-a. Upućivanje na potvrdu o ispitivanju proizvoda N141XZ4J, N141XZ4K. Minifog Marine XP - pumpne jedinice sustava vodene maglice: potrebno odobrenje tipa od DNV-a za sklopove crijeva - priključak crijeva na pumpe treba zamijeniti onima s odobrenjem tipa DNV-a. Upućivanje na potvrdu o ispitivanju proizvoda N141XZ4J, N141XZ4K.	15.4.2021	Potrebno navesti	Potrebno navesti	Potrebno navesti
D 033	BA kompresor - Nije spojen na razvodnu ploču za hitne slučajeve	12.4.2021	1.520	3.500	5.020
D 034	Klip vrata Zodiac na desnoj strani - curenje u vratima Zodiac/problemi s hidraulikom - curenje klipa na vratima na desnoj strani	14.4.2021	0	9.300	9.300
D 035	Vrata krmene rampe - Marina vrata, cilindar, konstrukcija vrata	12.4.2021	0	15.200	15.200
D 037	Računalo za procjenu stabilnosti - provjereno sa sljedećim napomenama: - Potrebno ugraditi zasebnu jedinicu na most - momenti slobodnih površina (FSM) čak i s niskim postotkom volumena - Moraju se potvrditi unosi daljinskog mjerenja - Gaz na pramcu pri nemirnom moru postavljen na 4,50 m umjesto 4,80 m (preračunano na 4.606)	11.4.2021	400	1.600	2.000
D 039	Brave za Zodiac i vrata za opskrbu otvaraju se sami. Razlog gubitka tlaka je nedostatak nepovratnih ventila na hidrauličkim cilindrima vrata	14.4.2021	0	63.000	63.000

D 042	Indikatori kuta kormila na SRTP mostu ne rade, pokazuju kormilo sve desno dok je kormilo u srednjem položaju	13.4.2021	40	0	40
D 043	Heli nadzorna stanica - na palubi 8 brava ne radi	14.4.2021	24	0	24
D 047	Protupožarna vrata.	12.4.2021		7.000	7.000
D 066	Ukrcajne skale	3.11.2021	3.040	0	3.040
D 067	Kanalizacijski otpad/Jedinica za sortiranje/Tank otpadnih voda/GW tank/Separator masti	3.11.2021	0	10.000	10.000
D 068	Neispravnost brzinomjera	07.12.2021.	400		400
D 069	Reflektori - Postojeći reflektori nisu dovoljni za navigaciju po ledu i nisu u skladu s grenlandskim propisima	07.01.2022.	2.560	28.300	30.860
D 070	Svi prozori na lijevoj strani palube 5 i nekoliko prozora na lijevoj strani palube 4 nemaju dvostruko staklo	24.12.2021.		50.200	50.200
D 071	Unutarnje staklo prozora eksplodiralo je u restoranu Balena na lijevoj pramčanoj strani 7. siječnja 2021. u 17.15 LT	24.12.2021.	240	3.200	3.440
D 072	Otvorene palube - odljevni otvori i rešetke - nedovoljno i loše smješteni palube 7, 6, 5, razni balkoni	12.01.2022.	21.000	37.000	58.000
D 074	Vijci i matice na otvorenim palubama za ugradnju svjetala i zvučnika nisu od nehrđajućeg čelika i korodiraju	12.01.2022.	14.400	3.000	17.400
D 075	zjevače na pramčanoj i krmenoj priveznoj postaji- razmak između valjka zjevače i podnožja zjevače - rezanje užadi za privez	12.01.2022.		39.000	39.000
D 076	Prostor za pušaće na palubi 4 - otvoreni odljevni otvori i rešetke na palubi - nedovoljno i loše locirano	12.01.2022.		21.500	21.500
D 078	Nedostaje provlaka za prazni prostor 15C. Prazni prostor nije opremljen sustavom za praćenje poplava s ručnim mjerenjem	14.03.2022.		9.000	9.000
D 079	Ventilacijski otvor tanka za svježu vodu - cijev za ventilaciju ide vodoravno 2,5 metara i nije obojena iznutra. Voda uzrokuje koroziju i voda postaje žuta	14.03.2022.		3.000	3.000
D 080	Nedostaje otvor provlake na palubi 7	19.03.2022.		3.000	3.000
D 081	Nedostaje protupožarna izolacija u provlakama	19.03.2022.	480	3.500	3.980

INTERIJER					
INT 01	AX sjedala u tušu - u sljedećim kabinama: 325/602/615/619/627/702/705. Kruti materijal za površinu tuš klupe potpuno je loš u kabinama i apartmanima - klupe pucaju, a neke su se i potpuno razdvajale na zasebne dijelove.	02.03.2022.			21.433
INT 02	Zavjese za zamaćivanje - 11 zavjesa u prethodno navedenim apartmanima nemaju stražnju stranu za zamaćivanje kako se zahtijeva u tehničkim specifikacijama	02.03.2022.			12.861
INT 03	Panoramski strop (prostor za igre i knjižnica) - sustav ovisja pada iznad glave - ploče su sve oštećene, napuknute i iskrivljene zbog nedovoljnog pričvrstnog i ovjesnog sustava	29.03.2022.			26.803
INT 04	PAX kabine/apartmani-više PAX kabina - nepravilnosti na površini u smislu hrđe i boje na raznim detaljima boje šampanjca u kabinama i apartmanima	29.03.2022.			21.439
				UKUPNO (USD)	1.785.578

NAPOMENA: Prethodno navedene stavke predstavljaju troškove pokrivene jamstvom koje je pretrpio Vinson prema stanju na dan 3. studenoga 2021. Vinson zadržava pravo izmjene navedenih troškova i/ili prijaviti dodatnu štetu pokrivenu jamstvom kako je bude utvrdio i/ili kvantificirao

Potpisano za i u ime Vinson Expeditions, LLC

/potpis nečitljiv/

Potpisao:

Andrew White

Funkcija:

Upravitelj

Datum:

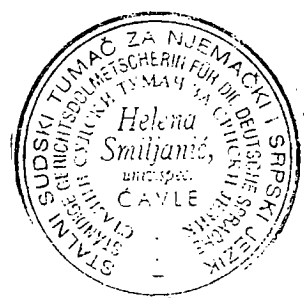
8. lipnja 2022.

Ovime ja, Helena Smiljanić, mag.pis.prev., stalni sudski tumač za talijanski, engleski, njemački i srpski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Rijeci br. 4 Su-225/2022-4 od 3. svibnja 2022., potvrđujem i ovjeravam da je ovaj prijevod s engleskog na hrvatski jezik vjeran tekstu izvornika.

*Rijeka, 15. lipnja 2022.
Br.-ov.: 86/22*

Helena Smiljanić, univ.spec.





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Our ref: 01-59-05063

14 June 2022

File No: St-273/2022, Commercial Court, Split

STATEMENT OF INTEREST

Dear Sirs

We submit this statement of interest on behalf of the creditor, Vinson Expeditions LLC ("**Vinson**"), in the above referenced pre-bankruptcy proceedings before the Commercial Court of Split.

1. We are the English solicitors acting for and on behalf of Vinson, as the claimant in London arbitration proceedings commenced on 17 September 2021 (the "**Arbitration**") against Brodogradevna Industrija Split ("**Brodosplit**"), as the respondent, and arising under and/or in connection with the Shipbuilding Contract dated 21 March 2018 (as amended and/or supplemented), the Delivery Incentive Agreement dated 22 March 2018 (as amended and/or supplemented) and the Settlement Agreement dated 28 March 2021.
2. Vinson's Claim Submissions in the Arbitration were served on Brodosplit on 4 November 2021.
3. At paragraph 41 of the Claim Submissions, Vinson has pleaded the basis for its entitlement to interest on the amounts claimed in the Arbitration. Pursuant to s.49 of the Arbitration Act 1996, which governs the conduct of the Arbitration, a tribunal

"...may award simple or compound interest from such dates, at such rates and with such rests as it considers meets the justice of the case—

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Associated offices | Bucharest | Guangzhou | Jakarta

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(a) on the whole or part of any amount awarded by the tribunal, in respect of any period up to the date of the award;

(b) on the whole or part of any amount claimed in the arbitration and outstanding at the commencement of the arbitral proceedings but paid before the award was made, in respect of any period up to the date of payment."

4. In line with current practice for maritime arbitrations in the English jurisdiction, we submit that Vinson is entitled to interest on its claims at a rate of 4% per annum, compounded quarterly, and accruing from 1 April 2021 (the date of delivery under the Shipbuilding Contract).
5. Vinson has submitted a total net claim of **HRK48,451,241.23** in these pre bankruptcy proceedings.

Therefore, in addition to the above amount, Vinson is entitled to interest (4% pa.) thereon, accruing between 1 April 2021 to 20 May 2022, in the amount of **HRK2,134,819.41**.

Yours faithfully

Stephenson Harwood LLP

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(logo Stephenson Harwood LLP)

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Posl.br: St-273/2022, Trgovački sud u Splitu

POTVRDA O KAMATAMA

Poštovani,

Podnosimo ovu potvrdu o kamata u ime vjerovnika, Vinson Expeditions LLC ("Vinson"), u gore navedenom predstečajnom postupku pred Trgovačkim sudom u Splitu.

1. Mi smo punomoćnici koje zastupamo Vinson kao tužitelja u arbitraži u Londonu pokrenutoj dana 17. rujna 2021 („Arbitraž“a“) protiv Brodograđevna Industrija Split (Brodosplit, kao tuženika, proizašla iz/ ili u vezi s Ugovorom o gradnji broda od 21. ožujka 2018. godine (kako je izmijenjen i/ili dopunjen), Ugovora o poticanju primopredaje od 22. ožujka 2018. godine (kako je izmijenjen i/ili dopunjen) i Ugovora o nagodbi od 28. ožujka 2021.;
2. Vinsonova tužba uručena je Brodosplitu 4. studenog 201;
3. U točki 41 tužbe, Vinson potražuje kamate na iznose koje potražuje u Arbitraži. U skladu s člankom 49 Zakona o arbitraži 1996, kojom je uređena Arbitraž, arbitražo vijeće
„ može naložiti jednostavne ili složene kamate od tih datuma, po takvim i s takvima počecima kako smatra da zadovoljava pravdu slučaja –
(a) Na cijeli ili dio bilo kojeg iznosa određenog od vijeća, u odnosu na bilo koji period do dana pravorijeka;

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisano u Registru Engleske i Walesa pod brojem OC373597, ovlašteni su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podložni inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partner“ se odnosi na članove Stephenson Harwood LLP. PDV broj GB243 393954.

(b) U cijelosti ili dijelu bilo kojeg iznosa utuženog u arbitraži i nepodmirenog u trenutku pokretanja arbitražnog postupka, ali plaćenog prije donošenja odluke bilo kojeg razdoblja do datuma plaćanja“

4. U skladu sa sadašnjem praksom u pomorskoj arbitraži u Engleskoj nadležnosti, obavještavamo kako je Vinson ovlašten na kamate na svoju tražbinu u iznosu od 4% godišnje, ukamaćeno tromjesečno, počevši od 1 travnja 2021 (dana primopredaje prema Ugovoru o gradnji broda).
5. Vinson je prijavio neto tražbinu u iznosu od HRK48,451,241.23 u predstečajni postupak.

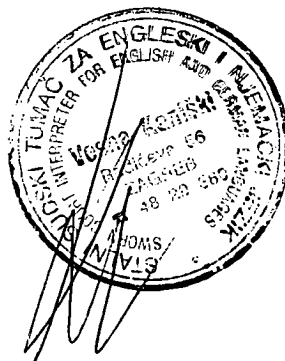
Stoga, u odnosu na gornji iznos, Vinsonu pripada pravo na kamatu od (4% godišnje), tekuću od 1 travnja 2021 do 20 svibnja 2022, u iznosu od HRK2,134,819.41.

S poštovanjem,

Stephenson Harwood LLP

Ja, VESNA KANIŠKI, stalni sudski tumač za engleski i njemački jezik, postavljena rješenjem predsjednika Županijskog suda u Zagrebu, br. 4 Su - 243/2020. od 25. 03. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom/njemačkom jeziku.

U Zagrebu, 15 -06- 2022.



Stephenson Harwood LLP
1 Finsbury Circus, London EC2M 7SH
T: +44 20 7329 4422 | F: +44 20 7329 7100
DX: 64 Chancery Lane | www.shlegal.com

**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 14 May 2021

Invoice No: 321508

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional charges for the period from 2 April
2021 to 7 May 2021 in relation to our advice and assistance
with regard to the above matter. 35,000.00

Disbursements (vatable):

Legal Counsel Fees - Mr Sean O'Sullivan (payable) 5,600.00

Total Vatable Items: 40,600.00

VAT @ 0.00% 0.00

Total **GBP** **40,600.00**

Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

Offices | Dubai | Hong Kong | London | Paris | Piraeus | Seoul | Shanghai | Singapore | Yangon
Associated offices | Athens | Bucharest | Guangzhou | Jakarta

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Stephenson Harwood LLP
1 Finsbury Circus, London EC2M 7SH
T: +44 20 7329 4422 | F: +44 20 7329 7100
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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 9 June 2021

Invoice No: 322651

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional charges for the period from 8 May
2021 to 6 June 2021 in relation to our advice and
assistance with regard to the above matter. 26,000.00

Disbursements (vatable):

Overseas Lawyer Fees – Jadroagent d.d. - Rijeka (payable)	518.13
Legal Counsel Fees – Mr Sean O'Sullivan (payable)	960.00
Agent Fees – Overtons Costs Consultants (LON-GBP) (payable)	540.50

Total Vatable Items:	28,018.63
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VAT @ 0.00%	0.00
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Total	GBP	28,018.63
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Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 13 July 2021

Invoice No: 324418

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional fees for the period from 07 June 2020
to 09 July 2021 in regard to our advice and assistance with
regard to the above matter. 13,500.00

Disbursements (vatable):

Overseas Lawyer Fees – Studio Legale Mordiglia (payable) 889.50

Total Vatable Items: 14,389.50

VAT @ 0.00% **0.00**

Total **GBP** **14,389.50**

Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

Offices | Dubai | Hong Kong | London | Paris | Piraeus | Seoul | Shanghai | Singapore | Yangon
Associated offices | Athens | Bucharest | Guangzhou | Jakarta

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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 7 September 2021

Invoice No: 327568

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

For our professional services during the period from 10 July 2021 to 31 August 2021 in relation to our advice and assistance with regard to the above matter. 9,766.90

Disbursements (vatable):

Legal Counsel Fees – Mr Sean O'Sullivan (payable) 550.00

Total Vatable Items: 10,316.90

VAT @ 0.00% 0.00

Total **GBP** 10,316.90

Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

Offices | Dubai | Hong Kong | London | Paris | Piraeus | Seoul | Shanghai | Singapore
Associated offices | Bucharest | Guangzhou | Jakarta

Stephenson Harwood LLP is a limited liability partnership registered in England and Wales with registered number OC373597. It is authorised and regulated by the Solicitors Regulation Authority (under SRA ID number 567651). A list of members and their professional qualifications is open for inspection at the firm's principal office, 1 Finsbury Circus, London EC2M 7SH. The term "partner" is used to refer to a member of Stephenson Harwood LLP. VAT number GB 243 3939 54.

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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 11 November 2021

Invoice No: 331446

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional charges for the period from 1 September 2021 to 5 November 2021 in relation to our advice and assistance with regard to the above matter. 17,500.00

Disbursements (vatable):

Argentinian Lawyers Fees – Maria Belen Espineira Califano (payable)	3,799.16
Legal Counsel Fees – Mr David Owen QC (payable)	350.00
Legal Counsel Fees – Mr Sean O'Sullivan (payable)	4,420.00

Total Vatable Items:	26,069.16
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VAT @ 0.00%	0.00
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Total	GBP	26,069.16
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Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

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Associated offices | Bucharest | Guangzhou | Jakarta

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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 4 January 2022

Invoice No: 334277

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional charges for the period from 6
November 2021 to 24 December 2021 in relation to our
advice and assistance with regard to the above matter.

12,500.00

Total Vatable Items:

12,500.00

VAT @ 0.00%

0.00

Total

GBP

12,500.00

Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

Offices | Dubai | Hong Kong | London | Paris | Piraeus | Seoul | Shanghai | Singapore
Associated offices | Bucharest | Guangzhou | Jakarta

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**STEPHENSON
HARWOOD**

Vinson Expeditions LLC
Trust Company Complex
Ajeltake Road,
Majuro
MH96960
Marshall Islands

Our ref: 591/01-59-05063

Invoice Date: 20 April 2022

Invoice No: 340740

Payable by:

Quark Expeditions Inc.
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
United States of America

Hull 487 - Delivery Condition and Related Issues

To our professional charges for the period from 21 July
2021 to 13 April 2022 in relation to our advice and
assistance with regard to the above matter.

6,250.00

Total Vatable Items:

6,250.00

VAT @ 0.00%

0.00

Total

GBP

6,250.00

Stephenson Harwood LLP

Payments may be sent direct to:
Bank: The Royal Bank of Scotland plc
Address: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4XJ
Name of account: Stephenson Harwood LLP Office Account
Sort Code: 15-10-00
Account No: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC Code: RBOS GB 2L

Offices | Dubai | Hong Kong | London | Paris | Piraeus | Seoul | Shanghai | Singapore
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DX: 64 Chancery lane / www.shlegal.com

(logo Stephenson Harwood LLP)

Vinson Expeditions LLC

Trust Company complex

Ajeltake Road

Majuro

MH96960

Maršalsko Otočje

Naš znak: 591/01-59-05063

Datum računa: 14. svibnja 2021

Račun broj: 321508

plativo

Quark Expeditions Inc

Corporation Trust Center

2109 Orange Street

Wilmington, Delaware

1080a

Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 2. travnja 2021 do 7. svibnja 2021 u vezi s našim savjetovanjem i asistencijom u vezi gornjeg predmeta

35.000,00

Izdaci

Naknada za pravno savjetovanje – g. Sean O'Sullivan (plaćeno)

5.600,00

Ukupno stavki

40.600,00

PDV 0%

0,00

UKUPNO

GBP 40.600,00

Stephenson Harwood

Na račun se primjenjuje lokalno prevaljivanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive

*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe

Plaćanje izvršiti izravno na:

Banka: The Royal Bank of Scotland plc

Adresa: PO Box 39952, 2 1/2 Devonshire Square, London, EC2M 4 XJ

Naziv računa: Stephenson Harwood LLP Office Account

Poziv na broj: 15-10-00

Broj računa: 20341176

IBAN: GB79 RBOS 1510 0020 3411 76

BIC kod: RBOS BG 2 L

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisano u Registru Engleske i Walesa pod brojem OC373597, ovlašteno su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podložni inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partneri” se odnosi na članove Stephenson Harwood LLP. PDV broj: GB243 393954.

STEPHENSON HARWOOD LLP

1 FINSBURY Circus, London EC2M 7SH

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DX: 64 Chancery lane / www.shlegal.com

(logo Stephenson Harwood LLP)

Vinson Expeditions LLC
Trust Company complex
Ajeltake Road
Majuro
MH96960
Maršalsko Otočje

Naš znak: 591/01-59-05063

Datum računa: 9. lipnja 2021

Račun broj: 322651

plativo
Quark Expeditions Inc
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 8. svibnja 2021 do 6.
lipnja 2021 u vezi s našim savjetovanjem i asistencijom u vezi
gomjeg predmeta 26.000,00

Izdaci

Prekomorske odvjetničke naknade -Jadroagent d.d – Rijeka 518,13
Naknada za pravno savjetovanje – g. Sean O'Sullivan (plaćeno) 960,00
Naknada agenta – Overtons Costs Consultant (plaćeno) 540,50

Ukupno stavki 28.018,63

PDV 0%

0,00

UKUPNO

GBP 28.018,63

Stephenson Harwood

Na račun se primjenjuje lokalo prewaljivanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive
*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe

Plaćanje izvršiti izravno na:

Banka: The Royal Bank of Scotland plc

Adresa: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4 XJ

Naziv računa: Stephenson Harwood LLP Office Account

Poziv na broj: 15-10-00

Broj računa: 20341176

IBAN: GB79 RBOS 1510 0020 3411 76

BIC kod: RBOS BG 2 L

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Vinson Expeditions LLC
Trust Company complex
Ajeltake Road
Majuro
MH96960
Maršalsko Otočje

Naš znak: 591/01-59-05063
Datum računa: 13. srpnja 2021

Račun broj: 324418

plativo
Quark Expeditions Inc
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 7. lipnja 2021 do 9.
srpnja 2021 u vezi s našim savjetovanjem i asistencijom u vezi
gornjeg predmeta 26.000,00

Izdaci
Prekomorske odvjetničke naknade –Studio Legale Mordiglia 889,50
(plaćeno)

Ukupno stavki 14.389,50

PDV 0% 0,00
UKUPNO **GBP 14.389,50**

Stephenson Harwood

Na račun se primjenjuje lokalno prevladavanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive
*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe
Plaćanje izvršiti izravno na:
Banka: The Royal Bank of Scotland plc
Adresa: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4 XJ
Naziv računa: Stephenson Harwood LLP Office Account
Poziv na broj: 15-10-00
Broj računa: 20341176
IBAN: GB79 RBOS 1510 0020 3411 76
BIC kod: RBOS BG 2 L

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisano u Registru Engleske i Walesa pod brojem OC373597. ovlašteni su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podložni inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partner“ se odnosi na članove Stephenson Harwood LLP. PDV broj: GB243 393954.

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Vinson Expeditions LLC
Trust Company complex
Ajeltake Road
Majuro
MH96960
Maršalsko Otočje

Naš znak: 591/01-59-05063

Datum računa: 7. rujna 2021

Račun broj: 327568

plativo
Quark Expeditions Inc
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
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Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 10. srpnja 2021 do 31. kolovoza 2021 u vezi s našim savjetovanjem i asistencijom u vezi gornjeg predmeta 9.766,90

Izdaci

Naknada za pravno savjetovanje – g. Sean O'Sullivan (plaćeno) 550,00

Ukupno stavki 10.316,90

PDV 0%**0,00****UKUPNO****GBP 10.316,90***Stephenson Harwood*

Na račun se primjenjuje lokalo prevalljivanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive

*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe

Plaćanje izvršiti izravno na:

Banka: The Royal Bank of Scotland plc

Adresa: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4 XJ

Naziv računa: Stephenson Harwood LLP Office Account

Poziv na broj: 15-10-00

Broj računa: 20341176

IBAN: GB79 RBOS 1510 0020 3411 76

BIC kod: RBOS BG 2 L

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisno u Registru Engleske i Walesa pod brojem OC373597 ovlašteni su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podložni inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partner“ se odnosi na članove Stephenson Harwood LLP. PDV broj: GB243 393954.

STEPHENSON HARWOOD LLP

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DX: 64 Chancery lane / www.shlegal.com

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Vinson Expeditions LLC
Trust Company complex
Ajeltake Road
Majuro
MH96960
Maršalsko Otočje

Naš znak: 591/01-59-05063
Datum računa: 11. studenog 2021
Račun broj: 331446

plativo
Quark Expeditions Inc
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 1. rujna 2021 do 5. studenog 2021 u vezi s našim savjetovanjem i asistencijom u vezi gornjeg predmeta	17.500,00
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Izdaci

Naknada argentinskih odvjetnika – Maria Belen Espineira Califano (plaćeno)	3.799,16
Naknada za pravno savjetovanje – g. David Owen (plaćeno)	350,00
Naknada za pravno savjetovanje – g. Sean O'Sullivan (plaćeno)	4.420,00

Ukupno stavki	26.069,16
---------------	-----------

PDV 0%

0,00

UKUPNO

GBP 26.069,16

*Stephenson Harwood*Na račun se primjenjuje lokalno prevlađivanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive

*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe

Plaćanje izvršiti izravno na:

Banka: The Royal Bank of Scotland plc

Adresa: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4 XJ

Naziv računa: Stephenson Harwood LLP Office Account

Poziv na broj: 15-10-00

Broj računa: 20341176

IBAN: GB79 RBOS 1510 0020 3411 76

BIC kod: RBOS BG 2 L

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisano u Registru Engleske i Walesa pod brojem OC373597, ovlašteno su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podloženi inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partner“ se odnosi na članove Stephenson Harwood LLP. PDV broj: GB243 393954.

STEPHENSON HARWOOD LLP

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Vinson Expeditions LLC

Trust Company complex

Ajeltake Road

Majuro

MH96960

Maršalsko Otočje

Naš znak: 591/01-59-05063

Datum računa: 4. siječnja 2021

Račun broj: 334277

plativo

Quark Expeditions Inc

Corporation Trust Center

2109 Orange Street

Wilmington, Delaware

1080a

Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 6. studenog 2021 do
24. prosinca 2021 u vezi s našim savjetovanjem i asistencijom
u vezi gornjeg predmeta

12.500,00

Ukupno stavki

12.500,00

PDV 0%

0,00

UKUPNO

GBP 12.500,00

Stephenson Harwood

Na račun se primjenjuje lokalno prevaljivanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive

*ova odredba se ne primjenjuje ako se ste korisnik usluge za privatne potrebe

Plaćanje izvršiti izravno na:

Banka: The Royal Bank of Scotland plc

Adresa: PO Box 39952, 2 ½ Devonshire Square, London, EC2M 4 XJ

Naziv računa: Stephenson Harwood LLP Office Account

Poziv na broj: 15-10-00

Broj računa: 20341176

IBAN: GB79 RBOS 1510 0020 3411 76

BIC kod: RBOS BG 2 L

Stephenson Harwood LLP je društvo s ograničenom odgovornošću upisano u Registru Engleske i Walesa pod brojem OC373597 ovlašteno su regulirani Solicitors Regulation Authority (pod brojem SRA ID 567651). Lista članova i njihove profesionalne kvalifikacije su podložni inspekciji na sjedištu društva 1 Finsbury Circus, London EC2M 7SH. Naziv „partner“ se odnosi na članove Stephenson Harwood LLP. PDV broj: GB243 393954.

STEPHENSON HARWOOD LLP
1 FINSBURY Circus, London EC2M 7SH
T: +4207329 4422 / F: +44 20 7329 7100
DX: 64 Chancery lane / www.shlegal.com

(logo Stephenson Harwood LLP)

Vinson Expeditions LLC
Trust Company complex
Ajeltake Road
Majuro
MH96960
Maršalsko Otočje

Naš znak: 591/01-59-05063
Datum računa: 20. travnja 2022

Račun broj: 340740

plativo
Quark Expeditions Inc
Corporation Trust Center
2109 Orange Street
Wilmington, Delaware
1080a
Sjedinjene Američke Države

Novogradnja 487 – Uvjeti primopredaje i odnosna pitanja

Naš profesionalna naknada za period od 21. srpnja 2021 do 13.
travnja 2022 u vezi s našim savjetovanjem i asistencijom u vezi
gornjeg predmeta

6.250,00

Ukupno stavki

6.250,00

PDV 0%

0,00

UKUPNO

GBP 6.250,00

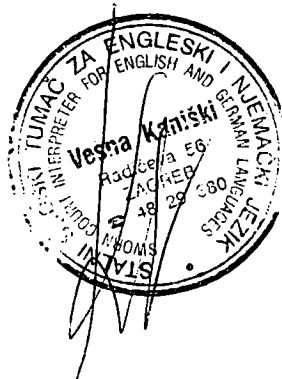
Stephenson Harwood

Na račun se primjenjuje lokalno prevladavanje poreza (*reverse charge*) u vezi s člankom 196 EU PDV Direktive
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Ja, VESNA KANIŠKI, stalni sudski tumač za engleski i njemački jezik, postavljena rješenjem predsjednika Županijskog suda u Zagrebu, br. 4 Su - 243/2020. od 25. 03. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom/njemačkom jeziku.

U Zagrebu,15-06-2022....





HRVATSKA NARODNA BANKA

Tečajna lista

HRVATSKA NARODNA BANKA

Tečajna lista broj 98, utvrđena na dan 19.5.2022., primjenjuje se od 20.5.2022.

Tečajevi u kunama — kn

Država	Šifra valute	Valuta	Jedinica	Kupovni za devize	Srednji za devize	Prodajni za devize
Australija	036	AUD	1	5,000730	5,015777	5,030824
Kanada	124	CAD	1	5,574066	5,590839	5,607612
Češka	203	CZK	1	0,303776	0,304690	0,305604
Danska	208	DKK	1	1,008734	1,011769	1,014804
Mađarska	348	HUF	100	1,942348	1,948193	1,954038
Japan	392	JPY	100	5,602355	5,619213	5,636071
Norveška	578	NOK	1	0,726229	0,728414	0,730599
Švedska	752	SEK	1	0,714084	0,716233	0,718382
Švicarska	756	CHF	1	7,321365	7,343395	7,365425
Velika Britanija	826	GBP	1	8,866756	8,893436	8,920116
SAD	840	USD	1	7,151182	7,172700	7,194218
Bosna i Hercegovina	977	BAM	1	3,838061	3,849610	3,861159
EMU	978	EUR	1	7,506595	7,529183	7,551771
Poljska	985	PLN	1	1,615190	1,620050	1,624910

Napomena:

Za 18.5.2022. tečaj 1,00 XDR iznosi 9,608854 kn.

© HRVATSKA NARODNA BANKA

Masa: 1,589g
30 384A 5 15.06.22 21:23:01 32.30

R 10000 ZAGREB
RG 14 187 135 3 HR

FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT 1

Neplaćeno, poštom (obično - preporučeno)

Prihvaćeno: 22-05-2022

Br. pošiljke _____ potpis _____



52/37

FINANCIJSKA AGENCIJA

RC SPLIT

MAŽURANIĆEVO ŠETAUŠTE 24b

21 000 SPŠT

"Za predstecajni postupak"

SELL
gold
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AR

ODVJETNIČKO DRUŠTVO D.D. - LAW FIRM GP
KAČIĆ & BREĐURA
UI
Ivana Bratavčića 5
Zagreb, Croatia, Tel: 01 46 35 500

AR