

Letter of Undertaking

The AWA Bank, Ltd. 2-24-1, Nishisenba-cho Tokushima City TOKUSHIMA PREFECTURE Japan

Vessel: ESSAYRA IMO No: 9735452

Valid in respect of the following insurance covers:

2020PI0024 - 9735452 - Protection & Indemnity Insurance

We, Sveriges Ångfartygs Assurans Förening/The Swedish Club, hereby undertake

- 1) not to accept any alterations in the conditions which would materially restrict the cover(s) or affect your rights as Mortgagee without your prior consent;
- 2) to immediately notify you should the Insurance cover(s) be terminated by the Assured;
- 3) to immediately notify you should the Insurance cover(s) be terminated by us prior to expiry date of each individual cover governed by this Letter of Undertaking;
- 4) to keep the cover(s) in force unchanged with regard to you as Mortgagee for a period set out below under "No of Days", following such notice as per 2) and 3) above, provided always you pay the premium for the extended period.

Should the Assured extend or renew the cover(s) with the Association upon expiry, we undertake to issue a new Letter of Undertaking in favour of the Mortgagee.

This Letter of Undertaking is valid until the date of expiry of each individual cover governed by this Letter of Undertaking unless such cover(s) is/are cancelled in accordance with the provisions above, where such earlier date will be the date of expiry.

Payment of any recovery the Assured is entitled to receive from the Association shall be made to the Assured, subject to the provisions set out below, unless and until the Association receives notice from the Mortgagee that the Assured is in default under the Loan Agreement which is secured by the Mortgage in which event all recoveries shall thereafter be paid to the Mortgagee provided always that no liability whatsoever shall attach to the Association for failure to comply with the latter obligation until after the expiry of two (2) clear business days from the receipt of such notice. The issuing of security for claims in favour of third party is excepted from this undertaking.

In respect of covers for Hull & Machinery, Hull Interest / Disbursements/ Increased Value, War Risks, War Risk Increased Value and Loss of Hire governed by this Letter of Undertaking, the following is deemed to be included:

We hereby confirm that



- a) in case of Total Loss, actual, compromised or constructive, you as Mortgagee shall be entitled to collect the amount due to you under the insurance in preference to the Assured, even if the debt has not yet matured, unless the Assured by remedying the damage or by some other means affords you, as Mortgagee, the same security as you had before the occurrence of the contingency insured;
- b) in case of particular average, we will not without your consent, pay any recoveries exceeding the percentage/amount of the Insured Value as set out below ("Max Percent/Amount") to anyone else but you as Mortgagee which you are legally entitled to receive.

No of days: 21

Notice of Assignment issued and noted to the consent of the Association in favour of the Mortgagee(s) referred to in this Letter of Undertaking, dated: 01-Oct-2019

Gothenburg, 15 January 2020 Sveriges Ångfartygs Assurans Förening The Swedish Club

Lars Rhodin