

From the Agreement Date and until the Repayment Date, the Borrower shall, and the Borrower shall procure Franbo Taiwan to:

- (a) Maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete), as may be required or necessary to permit the preparation of financial statements required to be delivered pursuant to Paragraphs 8.01(a) and 8.01(b); and
- (b) Permit, or, in the case of properties, books, records or Persons not within its immediate control, promptly take such actions as are reasonably practicable in order to permit, representatives (whether or not officers or employees) of the Lender from time to time, as often as may be reasonably requested, to (i) visit and inspect any of its properties, (ii) inspect and make extracts from the books and records, including management letters prepared by its independent certified public accountants, and (iii) discuss with any Person, including its principal officers and outside auditors, its liabilities, financial condition and results of operations.

Article 9. Events of Default

9.01 Events of Default

違約事項

Each of the following events shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary, within or without the control of the Borrower, or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any Government Entity; provided that any event described in Paragraphs (f), (g), (h), (j), (o), (q) or (v) below shall not constitute an Event of Default if the Borrower or the Guarantor (or any of them) shall pay the Loan and all interest thereon and all other amounts payable under the Loan Documents to the Lender within three (3) Business Days from the date of Lender's notice to the Borrower of the Lender's determination given under that Paragraph:

- (a) The Borrower or any Guarantor fails to pay any sum payable by it under this Agreement and/or any of the Security Documents at the time stipulated in this

Agreement or the relevant Security Document (or, in the case of any sum payable on demand, within three (3) Business Days of demand) or in the currency or in the manner stipulated in this Agreement or the relevant Security Documents;

- (b) The Borrower or any Guarantor or any other party commits any breach of or omits to observe any of its obligations or undertakings under this Agreement and/or any of the Security Documents (other than as referred to in Paragraph (a) above) and, in respect of any such breach or omission which in the opinion of the Lender is capable of remedy, such breach or omission has yet been remedied within seven (7) days of the Lender's written notice to the Borrower;
- (c) Any representation or warranty made by the Borrower in this Agreement or in any other Loan Document or otherwise in connection herewith or therewith, or in any certificate, statement or opinion delivered to the Lender by or on behalf or for the benefit of the Borrower hereunder or thereunder or in connection herewith or therewith, or any representation or warranty made by any Guarantor in the Guarantee or in any certificate, statement, or opinion delivered to the Lender by or on behalf or for the benefit of any Guarantor thereunder or in connection therewith, shall prove to have been materially untrue, incorrect or misleading as of the time it was made or deemed to have been made; provided, however that where any such untrue, incorrect or misleading representation or warranty is capable of being cured, fifteen (15) days have lapsed after the Lender's notice thereof to the Borrower and such untrue, incorrect or misleading representation or warranty remains uncured;

在這份合約中或是其他貸款文件，或用其他方式與其相關文件，由借貸人所發表的任何陳述或擔保，亦或在任何證書、聲明或意見以代表借貸人或者以借貸人有益處方式寄送給貸方，以此規定條款或者與此有關，或由擔保人在任何證書、聲明或是意見所發表的任何陳述亦或是擔保，以代表擔保人方式或是以擔保人有益處方式寄送給借貸人，或以此條款，都應經過證明為不確實的；在當時，造成或認為其為不正確或是使人誤解；假若，有這樣的不確實、錯誤或者是引人誤導的陳述或者是擔保，在貸方通知借貸人，其不確實、錯誤或者引人誤導的陳述或是擔保尚未更改，合約將會失效 15 天。

- (d) The Borrower shall fail to prepay the Loan in full and all interest thereon and all other amounts payable by the Borrower under the Loan Documents in accordance with Paragraph 3.04(b) hereof upon any occurrence in consequence whereof the Vessel has been sold or become or may become a Total Loss;

貸款文件中與第 3.04(b) 章節中一致的借貸人，若無法立即預付貸款總利息以及其他應支付的所有金額，關於船隻賣出的任何後果將會或將可能會全損

- (e) Except as otherwise specifically provided for elsewhere in this Section 9.01, the Borrower shall default in the performance of or compliance with any term, covenant, condition, agreement or provision contained in any Loan Document, including, without limitation, those set forth in the Ship Mortgage or the Assignment Agreement, or any Guarantor shall default in the performance of or compliance with any term, covenant, condition, agreement or provision contained in the Guarantee, or any shareholder of the Borrower shall default in the performance of or compliance with any term, covenant, condition, agreement or provision contained in the Guarantee, and, if any such default with respect to the Borrower or a Guarantor is capable of being remedied, it shall continue unremedied for a period of fifteen (15) days following written notice thereof from the Lender to the Borrower; or the Borrower shall fail to receive any monthly payment of the charterhire for whatever reason, unless and except the Vessel has become a Total Loss or to the extent of a final judgment of a competent court adverse to the Borrower's right to be paid the charterhire;

除了在 9.01 章節中的特定條件，借貸人在履行任何借貸文件中的條款、契約、條件、協定或是規定違約，包括：沒有追訴時效、提出船隻抵押或轉讓協議，否則任何保證人在履行任何保證書上的條款、契約、條件、協定或是規定將視同違約，或借貸人的股東在履行保證書上的條款、契約、條件、協定或是規定將視同違約，且，若與借貸人或保證人有關之違約行為，將可要求賠償。收到貸方給予借貸人之書面通知，將可延期十五天賠償，否則不論任何原因，借貸人將無法如期收到每月的租金支付，除非船隻全損或到具管轄權法院之最後審判，此為借貸人之權利，租金將要支付予借貸人。

- (f) Any mandatory Government Approval, received, granted or made in connection with the Borrower, any Loan Document or the Vessel or the Borrower's business or other property or in connection with the Guarantee or

any Corporate Guarantor's property or business is terminated, revoked, modified, varied, amended or supplemented, which shall be determined by the Lender as would or might have a materially adverse effect on the ability of the Borrower to perform or comply with the Obligations or any Corporate Guarantor to perform or comply with its obligations under the Guarantee;

收到任何政府核准之指令，假定或事實與借貸人有關，任何借貸文件或船隻或借貸人之事業或其他財產或與保證人有關或任何保證人共同的財產或事業將停止、撤銷、變動、違反、修正或增補，判決貸方將或可能在借貸人履行合約的能力有實質上不利的影響，或者任何企業保證人無法履行保證書上的義務。

- (g) (i) The Borrower or any Guarantor shall fail to pay, in accordance with its terms and when due and payable, the principal of or interest on any Debt, (ii) the maturity of any such Debt shall, in whole or in part, have been accelerated, or any such Debt shall, in whole or in part, have been required to be prepaid prior to the stated maturity thereof, in accordance with the provisions of any contract or instrument evidencing or providing for the creation of or concerning such Debt, or (iii) (A) any event shall have occurred and be continuing that permits (or, with the passage of time or the giving of notice and/or other action, would permit) any holder or holders of such Debt, any trustee or agent acting on behalf of such holder or holders or any other Person to accelerate such maturity or require any such prepayment and (B) if the contract or instrument evidencing or providing for the creation of or concerning such Debt provides for a curing period for such event, such event shall not have been cured within such curing period, and any such event stated in this Paragraph 9.01(g) shall be determined by the Lender in its sole discretion as would or might have a materially adverse effect on the ability of the Borrower to perform or comply with the Obligations or any Guarantor to perform or comply with its obligations under the Guarantee;

借貸人或任何保證人無法依照條款以及付款期限償付任何借款的資金利息，(ii) 任何到期的借款，應增加全部或者部份借款，亦或任何借款應要求在期到期前預付全部或部分的借款，依照任何合約或有效文書條款或提出關於此條款的更正，否則(iii) (A) 任何項目應發生且繼續允許(或經過一段時間或給予通知以及行動將會允許)任何持有人或借款所有人，任何受託管理人或是代理代表所有人或任何其他人士使加速到期日或要求任何以上所述款項之預付款，且，(B) 假若合約或文書證明或提出更正有關借款規定之寬限期，此項目在寬限期內不需付款，任何上述項目在第 9.01(g) 章節中提到的，應由貸方自身斟酌決定

- (h) A default shall be continuing under any contract (other than a contract relating to Debt to which the preceding Paragraph 9.01(g) is applicable) binding upon the Borrower or its property or any Guarantor or its property, which is determined by the Lender as would or might have a materially adverse effect on the ability of the Borrower to perform or comply with the Obligations or any Guarantor to perform or comply with its/his/her obligations under the Guarantee;

在任何合約下違約(除了與先前第 9.01(g) 章節借款相關的合約適用)，借貸人必須遵守，借貸人或其財產或任何保證人或其財產，將由貸方自身斟酌決定借貸人在履行條款或任何保證人履行保證書條款，是否在實質上有不利之處。

- (i) The Borrower, or any Guarantor, Consolidated Subsidiary or Related Company becomes insolvent or unable to pay its debts when due, or the Borrower or any Guarantor, Consolidated Subsidiary or Related Company commits or permits any act of bankruptcy, which term shall include (i) the filing by the Borrower or any Guarantor or Consolidated Subsidiary or Related Company of a petition in any suspension of payment, composition or adjustment of Debt, bankruptcy, or any other proceeding analogous in purpose and effect under any Law for the relief of debtors generally, or by the Borrower or any Guarantor, Consolidated Subsidiary or Related Company of a petition in any insolvency, reorganization, winding up or liquidation proceedings, or the failure by the Borrower or any Guarantor, Consolidated Subsidiary or Related Company to have such petition filed by a third party discharged within fourteen (14) days from filing thereof or such longer period as may be granted by the Lender in writing; (ii) the making of an assignment by the Borrower or any Guarantor, Consolidated Subsidiary or Related Company for the benefit of its creditors (provided that in the case of an assignment by a Consolidated Subsidiary or Related Company, such creditors are not companies wholly-owned, directly or indirectly, by Franbo Taiwan); (iii) the admission in writing by the Borrower or any Guarantor, Consolidated Subsidiary or Related Company of its inability to pay its Debt (other than those that are the subject of bona fide disputes); (iv) the entry of any order or judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy of the Borrower or any Guarantor, Consolidated Subsidiary or Related Company or the insolvency of the Borrower, or any Guarantor, Consolidated Subsidiary or Related Company, or approving the