

**BLUE OCEAN RESOURCES PTE LTD**  
As Company

AND

**MADISON PACIFIC TRUST LIMITED**  
As Security Agent

---

**CASH SECURITY ASSIGNMENT DEED**

---

## CONTENTS

Clause	Page
1. Definitions And Interpretation .....	3
2. Assignment And Charge .....	5
3. Notices Of Assignment And Perfection .....	5
4. Custodian Account .....	5
5. Floating Charge .....	6
6. Company's Representations.....	7
7. Company's Undertakings .....	8
8. Further Assurance .....	8
9. Power Of Attorney .....	9
10. Enforcement .....	9
11. Powers Of Sale .....	11
12. Receiver.....	11
13. Effectiveness Of Security .....	14
14. Release Of Security .....	16
15. Subsequent Interests And Accounts .....	16
16. Costs, Expenses And Indemnity.....	16
17. Discretion And Delegation.....	16
18. Application Of Moneys.....	17
19. Protection Of Purchasers .....	17
20. Assignment.....	17
21. Amendments And Waivers .....	18
22. Notices.....	18
23. English Language .....	18
24. Counterparts .....	18
25. Governing Law.....	18
26. Jurisdiction .....	18

**THIS ASSIGNMENT DEED** is made on \_\_\_\_\_.

**BETWEEN**

- (1) **BLUE OCEAN RESOURCES PTE LTD**, a company incorporated and existing under the laws of Singapore, with company number 200610255E, whose registered address is at 16 Gemmill Lane, Singapore 069254 (the "**Company**"); and
- (2) **MADISON PACIFIC TRUST LIMITED** of 54/F Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong acting as Offshore Security Agent for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**", which expression shall include its successors, assigns and transferees).

**WHEREAS**

- (A) The Company is entering into this Deed in connection with the Finance Documents.
- (B) The board of directors of the Company is satisfied that entering into this Deed is in the interest of, for the purposes and to the benefit of the Company and its business.
- (C) The Security Agent and the Company intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed for the Secured Parties on the terms of the Finance Documents.

**NOW THEREFORE, IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless otherwise defined in this Deed or unless the context otherwise requires, terms and expressions defined in or construed for the purposes of the Facility Agreement shall bear the same meanings when used herein. In addition:

"**Assigned Property**" means the rights and property expressed to be assigned and/or charged in Clause 2 (*Assignment and Charge*).

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent and/or any Receiver appointed hereunder provided by this Deed or by law.

"**Companies Act**" means the Companies Act, Chapter 50 of Singapore.

"**Custodian**" means Madison Pacific Trust Limited as custodian pursuant to the Custodian Agreement.

"**Custodian Account**" means the US dollar cash sub-account (the details of which are set out in Annexure 2), for the purpose of the Debt Service Account as required under the Facility Agreement, established and maintained by the Custodian as a sub-account of the Head Custodian Account in which the Deposits are held, together with: (i) if there is a change of Custodian, any account into which all or part of the balance on such account is transferred; and (ii) any account which is a successor to the Custodian Account on any re-

numbering or re-designation of accounts and any account into which all or part of the balance on such account is transferred for investment or administrative purpose.

"**Custodian Bank**" has the meaning given to it in the Custodian Agreement.

"**Custodian Agreement**" means the custodian agreement dated on or about the date of this Deed between the Company, the Security Agent and the Custodian.

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

"**Deposits**" has the meaning ascribed to it in the Custodian Agreement.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Facility Agreement**" means the senior facilities agreement entered into on or around the date hereof by the Lenders, the Company as borrower, the Guarantors as guarantors, the Agent and the Security Agent (as defined in the Facility Agreement).

"**Head Custodian Account**" has the meaning given to it in the Custodian Agreement.

"**Property Act**" means the Conveyancing and Law of Property Act, Chapter 61 of Singapore.

"**Receiver**" means a receiver, receiver and manager, judicial manager or other manager appointed in respect of the Assigned Property.

"**Related Rights**" means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence or agreement for sale in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"**Secured Liabilities**" has the meaning ascribed to it in the Facility Agreement.

"**Secured Party**" has the meaning ascribed to it in the Facility Agreement.

"**Security Period**" means the period beginning on the date hereof and ending on the date upon which the Security Agent confirms that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall have effect as if set out in this Deed.
- 1.3 Save for any Receiver, any joint Receiver, any attorney of any Secured Party, any person appointed by any Secured Party's attorneys, any nominee, Delegate or sub-Delegate of a Secured Party or any attorney of any Receiver referred to in this Deed or unless expressly

provided to the contrary, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of this Deed.

- 1.4 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.5 The Security Agent shall not be under any obligation in relation to the Assigned Property or the Custodian Agreement as a consequence of this Deed and the Company shall at all times remain liable to perform all obligations in respect of the Assigned Property and the Custodian Agreement.
- 1.6 The provisions of clause 26 (*The Security Agents*) of the Facility Agreement apply *mutatis mutandis* as if reproduced in full herein.

## 2. **ASSIGNMENT AND CHARGE**

- 2.1 The Company assigns and agrees to assign, absolutely as beneficial owner with first ranking priority to the Security Agent all of its rights, claims, title and interest from time to time in and to the Deposits in respect thereof as a continuing Security for the payment and discharge of all the Secured Liabilities.
- 2.2 The Company assigns and agrees to assign, absolutely as legal and beneficial owner with first ranking priority to the Security Agent all of its rights, claims, title and interest from time to time in and to the Custodian Agreement and all Related Rights in respect thereof as a continuing Security for the payment and discharge of all the Secured Liabilities.
- 2.3 The Company charges, as legal and beneficial owner and by way of first floating charge in favour of the Security Agent, all of its rights, claims, title and interest from time to time in and to the Deposits and the Custodian Agreement and all Related Rights in respect thereof as a continuing Security for the payment and discharge of all the Secured Liabilities, to the extent not for the time being the subject of the assignment in Clause 2.2 above.
- 2.4 For the avoidance of doubt, this Deed does not purport to create any Security over or in respect of the Head Custodian Account or any moneys standing to the credit thereof (other than the Deposits).

## 3. **NOTICES OF ASSIGNMENT AND PERFECTION**

Notice and acknowledgment of the Security created under this Deed is given by the Company and the Custodian pursuant to clause 3 (*Notice and Acknowledgment*) of the Custodian Agreement.

## 4. **CUSTODIAN ACCOUNT**

- 4.1 The Company shall not be entitled to receive, withdraw or otherwise transfer any amount standing to the credit of the Custodian Account except in accordance with the Custodian Agreement.

4.2 The Company shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to the Custodian Account and/or the Deposits (including any variation to the terms of the Custodian Agreement).

## 5. **FLOATING CHARGE**

5.1 Any Security in respect of the Assigned Property created by the Company after the date of this Deed (except in favour of the Security Agent) shall be expressed to be subject to this Deed and shall rank in order of priority behind the charges created by this Deed.

### 5.2 Conversion – by notice:

5.2.1 The Security Agent may at any time, by notice in writing to the Company, convert any floating charge created by it pursuant to this Deed into a fixed charge as regards any Assigned Property specified in that notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) any person resolves or threatens to take or takes any step to effect any seizure, sale, distress, attachment, execution or other legal process against such Assigned Property; or
- (c) the Company resolves or threatens to take or takes any step in breach of its obligations under Clause 7 (*Company's Undertakings*),

and upon issue of such notice by the Security Agent to the Company in respect of any Assigned Property of the Company, the floating charge over that Assigned Property shall immediately crystallise and become a fixed charge.

5.2.2 Any notice given by, or on behalf of, the Security Agent under sub-clause 5.2.1 above in relation to any Assigned Property of the Company will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other Assigned Property or of any other right of any other Secured Party under this Deed or any other Finance Document.

5.2.3 For the avoidance of doubt, if for any reason any security constituted by this Deed in respect of any asset created or purported to be created pursuant to Clause 2 (*Assignment and Charge*) as an assignment does not, or ceases to, take effect as an assignment, then it shall take effect as a first floating charge in respect of that asset. However, it is the intent of the parties that the security constituted by this Deed over all other Assigned Property shall remain unaffected.

### 5.3 Conversion – automatic

Notwithstanding the provisions of Clause 5.2 (*Conversion – by notice*) and without prejudice to any law which may have a similar effect, any floating charge created by this Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to that floating charge if:

5.3.1 the Company creates or attempts to create any Security (other than any Security permitted pursuant to the Facility Agreement) over any of the Assigned Property; or

- 5.3.2 any person levies or attempts to levy any distress, execution or other process against any of the Assigned Property; or
  - 5.3.3 a petition is presented for the compulsory winding-up of the Company; or
  - 5.3.4 a meeting is convened for the passing of a resolution for the voluntary winding-up of the Company; or
  - 5.3.5 an application is presented or made for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of any of the assets of the Company; or
  - 5.3.6 a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of the Company or any provisional liquidator or liquidator is appointed to or in respect of the Company; or
  - 5.3.7 any event occurs under the laws of any jurisdiction having a similar or analogous effect to any of those events referred to in sub-clause 5.3.2 to 5.3.3 (inclusive) above.
- 5.4 Reconversion

Any charge which has crystallised under Clause 5.2 (*Conversion – by notice*) or Clause 5.3 (*Conversion – automatic*) may, by notice in writing given at any time by the Security Agent to the Company, be reconverted into a floating charge in relation to the assets specified in such notice.

## 6. **COMPANY'S REPRESENTATIONS**

- 6.1 The Company represents and warrants to the Security Agent that:
- 6.1.1 it is the sole beneficial owner of the Deposits (subject to the security constituted pursuant to this Deed or any lien arising by operation of law in favour of the Custodian);
  - 6.1.2 it is the sole legal and beneficial owner of the Assigned Property other than the Deposits (subject to the security constituted pursuant to this Deed or any lien arising by operation of law in favour of the Custodian);
  - 6.1.3 it has not sold or otherwise disposed of, or created, granted or permitted to subsist any Security over, all or any of its right, title and interest in the Assigned Property (other than the security constituted pursuant to this Deed or permitted under the Facility Agreement).
  - 6.1.4 this Deed has been duly authorised and properly executed by the Company and it has taken all necessary action to authorise, execute and deliver this Deed which is valid and binding upon it;
  - 6.1.5 this Deed creates in favour of the Security Agent the Security which it is expressed to create with the ranking and priority it is expressed to have;

- 6.1.6 there is no restriction on the creation or enforcement of any Security over the Assigned Property and this Deed will not constitute a breach of any agreement to which the Company is a party;
  - 6.1.7 the Custodian Agreement is valid and in full force and effect and not voidable by any party thereto and the Company has full right to assign any sums payable and all rights under the Custodian Agreement; and, subject to the terms of the Custodian Agreement, to receive any sums payable under the Custodian Agreement free from any Security and all adverse claims and set-off; and
  - 6.1.8 all material provisions of the Custodian Agreement have been fully complied with by the Company.
- 6.2 All of the representations and warranties in this Clause 6 (*Company's Representations*) shall be deemed to be repeated by the Company on each date during the Security Period.

## 7. **COMPANY'S UNDERTAKINGS**

- 7.1 The Company undertakes that it shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security over all or any part of the Assigned Property other than pursuant to this Deed or any other Finance Document.
- 7.2 Except with the Security Agent's prior written consent or in accordance with the Custodian Agreement, the Company shall not:
  - 7.2.1 sell, assign, transfer or otherwise dispose of all or any part of the Assigned Property; or
  - 7.2.2 do or permit to be done any act or thing which would jeopardise the rights of the Security Agent in the Assigned Property or any part thereof or which would adversely affect or diminish the value of the Assigned Property or any part thereof.

## 8. **FURTHER ASSURANCE**

- 8.1 The Company shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations and payment of any stamp duty) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require) in favour of the Security Agent or its nominee(s):
  - 8.1.1 to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Assigned Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Assigned Property) or for the exercise of the Collateral Rights; and/or
  - 8.1.2 to facilitate the realisation of the Assigned Property.
- 8.2 The Company must, at its own expense:

- 8.2.1 promptly enter the particulars of this Deed in the register of charges of the Company and thereafter promptly provide a copy (certified true by one of its directors) of its register of charges as documentary evidence of such entry to the Security Agent;
- 8.2.2 ensure that the Security created pursuant to this Deed is duly registered with ACRA and provide the Security Agent with documentary evidence of such registration within 21 days of this Deed.
- 8.3 The obligations of the Company under this Deed shall be in addition to any covenants for title deemed to be included in this Deed under the Property Act and/or any other applicable law.

**9. POWER OF ATTORNEY**

- 9.1 The Company by way of security irrevocably appoints each of the Security Agent and any Receiver appointed severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including any notice of charge) and do all things that the Security Agent or such Receiver may consider to be necessary for:
  - 9.1.1 carrying out any obligation imposed upon the Company under this Deed or any other agreement binding on the Company to which the Security Agent is party (including without limitation the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Assigned Property or any part thereof); and/or
  - 9.1.2 enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights,

provided that the powers conferred on the Security Agent or any Receiver pursuant to this Clause 9 shall only be exercisable by the Security Agent or any Receiver:

- (a) upon and after the occurrence of an Event of Default which is continuing;  
or
- (b) following any failure by the Company to comply with any of its obligations under this Deed,

save that if the exercise of such powers is for the purpose of preserving the validity or enforceability of, or the priority of the security created under, this Deed then such powers conferred on the Security Agent or any Receiver pursuant to this Clause 9 shall be exercisable by the Security Agent or any Receiver at any time.

- 9.2 The Company shall ratify and confirm all lawful things done and all documents executed by the Security Agent or any Receiver appointed hereunder in the exercise or purported exercise of that power of attorney.

**10. ENFORCEMENT**

- 10.1 If an Event of Default occurs and whilst it is continuing, the Security constituted by this Deed is immediately enforceable, and the Security Agent shall be entitled, without prior

notice to the Company or prior authorisation from any court, immediately and in its absolute discretion (without limiting any of the powers conferred on the Security Agent by this Clause 10):

- 10.1.1 secure and perfect its title to all or any part of the Assigned Property (including transferring the same into the name of the Security Agent or its nominee(s)) or otherwise exercise in relation to the Assigned Property all the rights of:
    - (a) in relation to the Deposits, a beneficial owner; and
    - (b) in relation to all other Assigned Property, the legal and beneficial owner;
  - 10.1.2 enforce all or any part of such security, at the times, in the manner and on the terms it thinks fit, and take possession of, hold, sell, dispose of, apply or transfer all or any part of the Assigned Property (and any assets of the Company which, when got in, would be part of the Assigned Property), at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration);
  - 10.1.3 demand and receive all and any moneys due under or arising out of the Custodian Account (including, for the avoidance of doubt, the Deposits);
  - 10.1.4 exercise, in relation to the Custodian Account and the Deposits, all such rights as the Security Agent and/or the Company was/were then entitled to exercise in relation to the Custodian Account and Deposits or might, but for the terms of this Deed, exercise;
  - 10.1.5 apply, set-off or transfer all or any part of the Deposits in or towards the payment or other satisfaction of the Secured Liabilities or any part thereof;
  - 10.1.6 collect, recover or compromise, and give a good discharge for, any moneys paid or payable to the Company under or in respect of the Assigned Property or any part thereof, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in the Company's name) any rights or claims arising under or in respect of the Assigned Property or any part thereof; and/or
  - 10.1.7 whether or not it has appointed a Receiver under this Deed, exercise all or any of the powers, authorities and discretions conferred by applicable law on mortgagees, assignees, charges and/or receivers and/or by this Deed on any Receiver appointed hereunder.
- 10.2 Section 21 of the Property Act shall not apply to this Deed.
- 10.3 Neither the Security Agent nor any Receiver appointed hereunder shall be liable to account as a mortgagee in possession in respect of all or any part of the Assigned Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with all or any part of the Assigned Property to which a mortgagee or mortgagee in possession might otherwise be liable.
- 10.4 A certificate in writing by an officer or agent of the Security Agent that the power of sale or disposal has arisen and is exercisable in respect of the Assigned Property shall be

conclusive evidence of that fact in favour of a purchaser of all or any part of the Assigned Property.

## 11. **POWERS OF SALE**

11.1 The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of, and shall be in addition to and not in substitution of, all statutory powers conferred on mortgagees by the Property Act and any similar provisions of any equivalent law, and all such powers shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed and shall be exercisable in accordance with Clause 10.

11.2 Any restrictions imposed by law on the power of sale (including under Section 25 of the Property Act) shall not apply to this Deed or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Company on or at any time after the occurrence of an Event of Default which is continuing. Any restrictions on the consolidation of security shall be excluded to the fullest extent permitted by law.

## 12. **RECEIVER**

12.1 If an Event of Default has occurred and whilst it is continuing or if so requested by the Company, the Security Agent may by writing (acting through an authorised officer of the Security Agent) without notice to the Company:

12.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Assigned Property;

12.1.2 appoint two or more Receivers of separate parts of the Assigned Property;

12.1.3 remove (so far as it is lawfully able) any Receiver so appointed; or

12.1.4 appoint another person(s) as an additional or replacement Receiver(s) in relation to the whole or any part of the Assigned Property.

12.2 Each person appointed to be a Receiver pursuant to Clause 12.1 shall be:

12.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver of any part of the Assigned Property;

12.2.2 for all purposes deemed to be the agent of the Company which shall be solely responsible for his lawful acts, defaults and liabilities (except to the extent directly caused by any fraud, gross negligence or wilful misconduct of such Receiver), and for the payment of his remuneration (except to the extent directly caused by the fraud, gross negligence or wilful misconduct of such Receiver) and no Receiver appointed hereunder shall at any time act as agent for the Security Agent; and

12.2.3 entitled to reasonable remuneration for his services at a rate to be fixed by the Security Agent from time to time.

- 12.3 The powers of appointment of a Receiver herein contained shall be in addition to all statutory and other powers of appointment (including the powers under the Property Act as varied and extended by this Deed) and such powers shall remain exercisable from time to time by the Security Agent in respect of the Assigned Property or any part thereof.
- 12.4 Every Receiver appointed under Clause 12.1 shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up, liquidation, judicial management or dissolution of the Company) have and be entitled to exercise, in relation to the Assigned Property (and any assets of the Company which, when got in, would be Assigned Property) or that part thereof in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Company or in his own name and, in each case, at the cost of the Company):
- 12.4.1 all the rights, powers and discretions conferred under the Property Act and the Companies Act and as set out below and in addition to those conferred on it by law;
- 12.4.2 all the powers and rights of the legal and beneficial owner and power to do or omit to do anything which the Company itself could do or omit to do; and
- 12.4.3 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Company) which seem to such Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of any Collateral Rights (including realisation of all or any part of the Assigned Property) or (iii) bringing to his hands any assets of the Company forming part of, or which when got in would be, Assigned Property.
- 12.5 In addition to and without prejudice to the generality of the foregoing, every Receiver appointed hereunder shall (subject to any limitations or restrictions expressed in the instrument appointing him but notwithstanding any winding-up, liquidation, judicial management or dissolution of the Company) have the following powers in relation to the Assigned Property (and any assets of the Company which, when got in, would be part of the Assigned Property) in respect of which he was appointed (and every reference in this Clause 12.5 to the "**Assigned Property**" shall be read as a reference to that part of the Assigned Property in respect of which such Receiver was appointed):
- 12.5.1 Take Possession
- power to take immediate possession of, collect and get in the Assigned Property including without limitation proceeds and other income whether accrued before or after the date of his appointment and for that purpose to take proceedings in the name of the Company or in his own name;
- 12.5.2 Proceedings and Claims
- power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with all or any part of the Assigned Property or this Deed in the name of the Company or in his own name and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings;

#### 12.5.3 Deal with Assigned Property

power, in relation to the Assigned Property and each and every part thereof, to sell, transfer, convey, dispose or apply (in each case with or without consideration) or concur in any of the foregoing by the Company or any other receiver or manager of the Company (including without limitation to or in relation to the Security Agent or any of the Secured Parties) in such manner and generally on such terms as he thinks fit;

#### 12.5.4 Acquisitions

power to purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall in his absolute discretion consider necessary or desirable for the maintenance, improvement or realisation of the whole or any part of the Assigned Property or otherwise for the benefit of the whole or any part of the Assigned Property;

#### 12.5.5 Insurance

power to effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees;

#### 12.5.6 Borrowing

power to raise or borrow money from any other person as approved in writing by the Security Agent (acting on instruction of the Agent (acting on the instructions of the Minority Facility A Lenders) to rank either in priority to the security constituted by this Deed or any part of it or otherwise and with or without a mortgage or charge or other security interest on the Assigned Property or any part of it on such terms as he shall in his absolute discretion think fit (and no person lending such money shall be concerned to see or enquire as to the propriety or purpose of the exercise of such power or the application of money so raised or borrowed);

#### 12.5.7 Redemption of Security

power to redeem, discharge or compromise any security whether or not having priority to the security constituted by this Deed or any part of it;

#### 12.5.8 Covenants, Guarantees and Indemnities

power to enter into bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit, to make all payments needed to effect, maintain or satisfy such obligations or liabilities and to use the common seal of the Company;

#### 12.5.9 Exercise of Powers in Company's Name

power to exercise any or all of the above powers on behalf of and in the name of the Company (notwithstanding any winding-up or dissolution of the Company) or on his own behalf; and

#### 12.5.10 Other Acts

power to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental to the preservation, improvement or realisation of the relevant Assigned Property.

- 12.6 In making any sale or other disposal of all or any part of the Assigned Property or any acquisition in the exercise of their respective powers (including without limitation a disposal by any Receiver appointed hereunder to any subsidiary of the Company) a Receiver appointed hereunder or the Security Agent may accept or dispose of as, and by way of consideration for, such sale or other disposal or acquisition, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may, if thought expedient by such Receiver or the Security Agent, be nil or may be payable or receivable in a lump sum or by instalments. Any contract for any such sale, disposal or acquisition by any Receiver appointed hereunder or the Security Agent may contain conditions excluding or restricting the personal liability of any Receiver appointed hereunder or the Security Agent.

### 13. **EFFECTIVENESS OF SECURITY**

- 13.1 The security created by this Deed and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any or all Secured Parties may at any time hold for any or all of the Secured Liabilities or any rights, powers and remedies provided by law. No prior security held by the Security Agent or any or all of the Secured Parties over the whole or any part of the Assigned Property shall merge into the security constituted by this Deed.
- 13.2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged in accordance with the terms of this Deed. No part of the security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.
- 13.3 No failure on the part of the Security Agent to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver, nor shall any single or partial exercise of a Collateral Right prevent any further or other exercise of that or any other Collateral Right.
- 13.4 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of (a) the remaining provisions of this Deed and (b) such provision under the law of any other jurisdiction shall not in any way be affected or impaired thereby.
- 13.5 None of the Security Agent, its nominee(s) or any Receiver appointed pursuant to this Deed shall be liable by reason of (a) taking any action permitted by this Deed, (b) any neglect or default in connection with all or any part of the Assigned Property or (c) the taking possession or realisation of all or any part of the Assigned Property, except to the extent directly caused by gross negligence or wilful misconduct upon its part (as finally judicially determined).

- 13.6 Any settlement, discharge or release hereunder in relation to the Company or all or any part of the Assigned Property shall be conditional upon no security or payment by all or any of the Obligors to, or recovery from any or all of the Obligors by, the Security Agent or any or all of the Secured Parties being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application or any similar event or for any other reason and shall in those circumstances be void.
- 13.7 The obligations of the Company under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 13.7, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it, the Security Agent or any Secured Party) including:
- 13.7.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - 13.7.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
  - 13.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - 13.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - 13.7.5 any amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Liabilities;
  - 13.7.6 any variation of the terms of the trust upon which the Security Agent holds any Security pursuant to a Finance Document;
  - 13.7.7 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
  - 13.7.8 any insolvency or similar proceedings;
  - 13.7.9 any claims or set-off right that the Company may have; or
  - 13.7.10 any law, regulation or decree or order of any jurisdiction affecting any Obligor.
- 13.8 The Company waives any right it may have of first requiring the Security Agent or any Secured Party (or any Agent 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 Company under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.
- 13.9 Until (i) all Secured Liabilities have been irrevocably discharged in full, (ii) all amounts which may be or become payable by any or all of the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and (iii) no Secured Party is under any further obligation (whether actual or contingent) to provide any further advance

or financial accommodation to any Obligor under any Finance Document, the Company will not (unless the Security Agent otherwise directs) exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

13.9.1 to be indemnified by any Obligor;

13.9.2 to claim any contribution from any guarantor of any Obligor obligations under any or all of the Finance Documents; and/or

13.9.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

#### **14. RELEASE OF SECURITY**

14.1 Upon written receipt by the Security Agent of confirmation from each Facility A Lender that the Secured Liabilities owed to that Facility A Lender have been irrevocably discharged in full and all commitments which might give rise to the Secured Liabilities have terminated, the Security Agent shall, at the request (with reasonable notice) and expense of the Company, release the Assigned Property from the Security hereunder (to the extent not otherwise sold or disposed of or applied in accordance with this Deed), subject to Clause 14.2 and Clause 13.6, and without recourse to, or any representation or warranty by, the Security Agent.

14.2 If the Security Agent reasonably considers that any amount paid or credited to or recovered by it or any Secured Party by or from any Obligor is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Company under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

#### **15. SUBSEQUENT INTERESTS AND ACCOUNTS**

If the Security Agent or any Secured Party at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Assigned Property, all payments made by any or all of the Obligors to the Security Agent or any Secured Party after that time shall be treated as having been credited to a new account of the Security Agent or Secured Party (as applicable) and not as having been applied in reduction of the Secured Liabilities or any part thereof as at the time when (or at any time after) the Security Agent or such Secured Party received notice of any such subsequent mortgage, assignment, charge or other interest.

#### **16. COSTS, EXPENSES AND INDEMNITY**

The provisions of clauses 14.4 (*Indemnities to each Security Agent*) and 16 (*Costs and Expenses*) of the Facility Agreement shall apply to this Deed *mutatis mutandis*.

#### **17. DISCRETION AND DELEGATION**

17.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may, subject to the terms and

conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

- 17.2 Each of the Security Agent and any Receiver appointed pursuant to this Deed shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney under Clause 9) on such terms and conditions as it shall see fit which delegation shall not preclude either any subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or such Receiver itself.

**18. APPLICATION OF MONEYS**

- 18.1 All moneys received or recovered under this Deed by the Security Agent or any Receiver appointed pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and the provisions of Clause 18.2) be applied in accordance with clause 29 (*Application of Proceeds*) of the Facility Agreement.

- 18.2 All moneys received, recovered or realised under this Deed by the Security Agent or any Receiver appointed pursuant to this Deed or the powers conferred by it (including the proceeds of any conversion of currency) may in its discretion be credited to and held in any suspense or impersonal account pending their application from time to time in or towards the discharge of any of the Secured Liabilities in accordance with Clause 18.1.

- 18.3 Any application under this Clause 18 shall override any application by the Company.

**19. PROTECTION OF PURCHASERS**

- 19.1 The receipt of the Security Agent or any Receiver appointed under this Deed or the powers conferred by it shall be conclusive discharge to a purchaser of any part of the Assigned Property from the Security Agent or such Receiver and in making any sale or disposal of any part of the Assigned Property or making any acquisition, the Security Agent or any such Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

- 19.2 No purchaser or other person dealing with the Security Agent or any Receiver appointed under this Deed or the powers conferred by it shall be bound to inquire whether any of the rights or powers of the Security Agent or such Receiver have arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

**20. ASSIGNMENT**

- 20.1 This Deed shall be binding upon and enure to the benefit of each party hereto and its and/or any subsequent successors and permitted assigns and transferees. Without prejudice to the foregoing, this Deed shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent; and references to the Security Agent herein shall be deemed to include any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Deed or to which, under such laws, those rights and obligations have been transferred.

20.2 The Company may not assign any or all of its rights (if any) and/or obligations under this Deed without the prior consent of the Security Agent.

20.3 The Security Agent may at any time transfer or assign all or any part of its rights and obligations (as applicable) under this Deed to any person to whom it may assign or transfer any or all of its rights and obligations in accordance with the terms of the Facility Agreement.

20.4 The Company agrees to any disclosure of any information made in accordance with the Facility Agreement.

## 21. **AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended or waived only by agreement in writing between the Company and the Security Agent.

## 22. **NOTICES**

The provisions of clause 35 (*Notices*) of the Facility Agreement shall apply to this Deed *mutatis mutandis*.

## 23. **ENGLISH LANGUAGE**

[intentionally deleted]

## 24. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

## 25. **GOVERNING LAW**

This Deed is governed by Singapore law.

## 26. **JURISDICTION**

26.1 The courts of Singapore have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity) and that accordingly any proceedings (referred to in this Clause as "**Proceedings**") arising out of or in connection with this Deed may be brought in such courts and the Company irrevocably submits to the exclusive jurisdiction of such courts.

26.2 This Clause 26 is for the benefit of the Security Agent only. As a result, and notwithstanding Clause 26.1 above, nothing herein shall prevent the Security Agent from taking Proceedings in any other courts with jurisdiction, and the Client irrevocably submits to the jurisdiction of such courts. To the extent allowed by law the Security Agent may take concurrent Proceedings in any number of jurisdictions.

26.3 The Company irrevocably consents to the enforcement of any judgment (wherever obtained), including without limitation the execution or attachment of its assets or such other relief as may be available under applicable law.

- 26.4 The Client irrevocably waives any objection which it may at any time have to the laying of the venue of any Proceedings in any court referred to in this Clause 26 and any claim that any such Proceedings have been brought in an inconvenient forum.
- 26.5 The Company waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
- 26.5.1 the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and/or
  - 26.5.2 the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action *in rem*, for the arrest, detention or sale of any of its assets and revenues.

**IN WITNESS WHEREOF** the parties have caused this Deed to be executed and delivered as a deed by their respective duly authorised officers on the date and year first above written.

**EXECUTION PAGE**

**The Company**

**EXECUTED AND DELIVERED** )  
**AS A DEED** on behalf of )  
**BLUE OCEAN RESOURCES PTE. LTD.** )  
By: )

---

Name: Martial Jean Francois Nicolas  
Title: Director

---

Name: Ng Hoon  
Title: Company Secretary

**The Security Agent**

**SIGNED** for and on behalf of )  
**MADISON PACIFIC TRUST LIMITED** )  
by )  
)

Name:

Title: