

**TRUST INDENTURE  
SPECIAL PROVISIONS**

THIS TRUST INDENTURE, dated \_\_\_\_\_ (the "Indenture" or the "Agreement"), between (i) \_\_\_\_\_, a \_\_\_\_\_ (the "Shipowner"), and (ii) \_\_\_\_\_, a \_\_\_\_\_ (the "Indenture Trustee").

**RECITALS:**

A. WHEREAS, pursuant to the understandings set forth in the Security Agreement, the Shipowner has authorized the issuance of certain Obligations pursuant to the terms and conditions of this Indenture in an aggregate principal amount not to exceed \$\_\_\_\_\_ to finance the cost of construction of the Vessels; and

B. WHEREAS, The Secretary, on behalf of the United States, has agreed to Guarantee the payment of the unpaid interest to the date of such payment on, and the unpaid balance of the principal of, such Obligations under the provisions of Title XI of the Act, and has authorized the Indenture Trustee to cause the Guarantees to be imprinted on the Obligations pursuant to the Authorization Agreement.

NOW THEREFORE, in consideration of the premises, of the mutual covenants herein contained, of the purchase of the Obligations by the Holders thereof, and of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, and for the equal and proportionate benefit of all the present and future Holders of the Obligations, the parties hereto agree as follows:

1. Incorporation of General Provisions

This Indenture shall consist of two parts: the Special Provisions and the General Provisions attached hereto as Exhibit 1, and they shall be treated as one instrument. In the event of a conflict, the terms of the Special Provisions shall prevail.

2. The Obligations. (a) The initial series of Obligations issued hereunder shall be designated "United States Government Guaranteed Export Ship Financing Obligations, \_\_\_\_\_ Series," and shall be in the form of Exhibit 2 to this Indenture. The aggregate principal amount of Obligations which may be issued under this Indenture shall not exceed \_\_\_\_\_.

(b) The Obligations shall be in the denominations of United States \$\_\_\_\_\_ or any integral multiple thereof.



process shall be deemed and held in every respect to be effectively served upon it in connection with proceedings in the State of \_\_\_\_\_, if delivered to \_\_\_\_\_(name)\_\_\_\_\_, (address), which it irrevocably designates and appoints as its authorized agent for the service of process in the State and Federal courts in the State of \_\_\_\_\_. Nothing herein shall affect the right of the Trustee to serve process in any other manner permitted by applicable law. The Shipowner further agrees that final judgment against it in any such action or proceeding arising out of or relating to this Indenture shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of that fact and of the judgment.

(d) Execution of Counterparts. This Indenture may be executed in any number of counterparts. All such counterparts shall be deemed to be originals, and shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Indenture has been duly executed by the parties hereto as of the day and year first above written.

(SEAL)

\_\_\_\_\_  
Shipowner

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Indenture Trustee

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_