

ANNEX N-42

CLAIM STATEMENT

18 SEPTEMBER 2014

CLAIM STATEMENT 18 September 2014
REGARDING DAMAGES INCURRED FURTHER TO THE ARREST AND DETENTION
OF THE VESSEL "ARCTIC SUNRISE" AND THOSE ON BOARD ("ARCTIC 30")

- A. THE ARCTIC SUNRISE: **TOTAL EUR 1,364,113****
- 1.1 Restitution of objects**
Restitution of objects belonging to the Arctic Sunrise remaining on the territory of the Russian Federation, as listed in Annex 1; Halyard Survey, paragraph 6.2;
With shipping and handling cost: **EUR 16,000**
- 1.2** Alternatively and subsidiary, should restitution not be achieved within two months after the award of this Tribunal, **compensation should be paid for the objects not recovered:** **(EUR 295,000)**
- a) Ship's inventory - EUR 45.000
b) RHIBs - EUR 250,000
- 2. Compensation for costs and damages caused to the Arctic Sunrise during the detention of the ship,** to the extent not covered by (a) and (b) above **EUR 268,903**
Mobilising public support, legal fees, cleaning and repairing (*annex 2*), standby crew (*annex 3*) relevant part of A30/AS emergency response team
- 3. Compensation for costs for resuming the operation of the Arctic Sunrise:** **EUR 146,514**
Class condition survey, crew travel and accommodation cost, subsistence, telecommunications, harbour costs, resupply (*annex 5*)
- 4. Compensation for cost of return voyage from Murmansk to Amsterdam;** **EUR 157,232**
Fuel (*annex 6*), crew cost (*annex 3*)
- 5. Loss of use of the ship** **EUR 767,630**
Charter fees (*annex 7*)
- 6. Compensation for costs of the procurement of reports** **EUR 7,834**
Halyard Survey (*annex 8*), Audited claims statement (*annex 9*)

B.	<u>THE PERSONS ON BOARD THE ARCTIC SUNRISE</u>	TOTAL EUR 4,135,215
7.	Restitution of personal belongings listed in <i>Annex 10</i>	
	Shipping and handling cost:	EUR 3,000
	Alternatively and subsidiarily, should restitution not be achieved within to months after the award of this Tribunal, compensation for the objects damaged or not recovered should be paid –	(EUR 45,000)
8.	Compensation for the costs for having to provide bail,	EUR 81.312
	Exchange rate loss (<i>annex 1</i>)	
9.	Compensation for costs incurred during the wrongful detention of the persons on board: (<i>annex 1</i>)	EUR 3,498,908
9.1	Salary costs related to emergency response team	EUR 1,239,754
9.2	Supplies of goods and services, including support, to detainees:	
9.2.1	Emergency response support	
	a) Communications and campaign activities for public support – Global Arctic 30 Emergency Response - EUR 240,547	
	b) Emergency response support in Murmansk; temporary office rent and equipment, telecommunications cost, care packages, EUR 196.464	
	c) Further support to detainees as necessary in Russia - Murmansk EUR 85,351	
	d) Mobilisation of public support across the world in countries with Greenpeace presence for the release of the persons who were on board EUR 369,625	
9.2.2	Legal costs related to arrest and detention of those on board	
	<i>Costs incurred for and by lawyers in Russia and elsewhere, as well as legal team costs on the ground in Murmansk and St Petersburg - EUR 690,916</i>	
	<i>Additional legal costs still to be incurred</i> EUR 14,090	
9.2.3	Arctic 30 support - next of kin travel, visas, consular support, and accommodation of the next of kin visiting in Murmansk - EUR 133,086	
9.2.4	Salary cost as lost funds:	
	a) For crew on board (<i>annex 3</i>): EUR 322,795	
	b) For campaign staff on board (<i>annex 4</i>): EUR 206,280	
10.	Compensation for costs incurred on behalf of all persons on board the Arctic Sunrise between release from prison and departure from the Russian Federation (<i>annex 1</i>)	EUR 546,550

a) Emergency response support in St Petersburg
Murmansk ground support, running costs of the operation in Russia, as well as costs for visa and travel of people to St Petersburg - EUR 196,464

b) Support to detainees as necessary in St Petersburg - EUR 85,351

c) 'Arctic 30 Release Support': *support for the persons upon their release from prison and from Russia; travel, release packages, accommodation, subsistence, medical expenses for the Arctic 30* - EUR 264,735

11. Costs for obtaining the Audited Claims Statement by WEA Accountants
(Annex 9) - EUR 5445

Total of this statement **EUR 5,499,328**

APPENDIX 1

AUDITED CLAIM STATEMENT BY WEA ACCOUNTANTS

17 SEPTEMBER 2014



Damages related to A30 support and release and Arctic Sunrise recovery

	ARCTIC 30 SURVIVE RECOVERY	ARCTIC 30 BALL	ARCTIC 30 EMERGENCY RESPONSE GLOBAL	ARCTIC 30 EMERGENCY RESPONSE LEGAL	ARCTIC 30 EMERGENCY RESPONSE SUPPORT	ARCTIC 30 EMERGENCY RESPONSE NEXT OF KIN	ARCTIC 30 EMERGENCY RESPONSE RUSSIA	ARCTIC 30 MRO MOBILISATION	ARCTIC 30 RELEASE SUPPORT	Grand Total		
STAFF MEDICAL COSTS			503	1,032	6,031	3,701	930		7,039	18,732	Covers additional staff (regular staff and crew are covered in separate overview)	
OTHER CREW COSTS	2,040					97			50,601	51,421		
MOBILISATION	8,896		129,510	3,366	43,315	13,819	99,966	361,427	274	2,314	664,278	Includes mobilisation of supporters through telemarketing, advertising and webdesign in order to get petitions signed
PORT FEES, PILOTS, AGENTS, TUGS	16,372									16,372		
FREELANCERS FEES										119,235	Includes secretaries and translators	
LEGAL FEES	52,510	93	62,154	25,429	3,219	25,681	151		9,701	657,146	Includes lawyers, legalisation of documents	
TRAVEL	6,574		21,842	41,436	91,176	76,385	37,562	2,467	37,642	315,083	Includes travel for A30, support staff, next of kin and lawyers	
ACCOMMODATION AND VENUE COSTS	15,795		4,355	38,175	137,438	8,109	10,172	2,331	43,429	259,805	Includes hotel accommodation for A30 support staff, next of kin and lawyers	
SUBSISTENCE	5,775		3,238	4,345	49,248	2,578	319	337	69,024	134,864	Includes care packages	
TELECOMMUNICATION COSTS	10,626		659	456	8,935	1,165	698	2,499	2,155	27,193		
EQUIPMENT										43,966	Includes computer equipment, household equipment, banners, leaflets	
POSTAGE AND COURIER	60		6,354	7,446	13,449	1,195	14,340	351	2,025	23,603		
EQUIPMENT AND LOSS OF EARNINGS	2,386		10,780	5,028	156	309	3,601	215	2,568	37,199	Includes photo/video equipment	
FOREIGN EXCHANGE DIFFERENCES										81,376	On bail (re)payments	
RENT/PROPERTY, TAX, WATER/SEW	1,471		81,220	218	631	41	222		32,923	4,991	Includes temporary office in Murmansk	
OFFICE COSTS			277	129	3,808	6	1,610		772	8,779		
CLASS DAMAGE SURVEY	17,060									17,060	Date: 2 July 2014	
SHIPS MISCELLANEOUS	12,721						338			13,059	Includes radio, charts, fire and safety, fresh water, health supplies	
	152,286	81,312	240,547	690,916	392,929	133,086	171,040	369,625	264,735	2,496,476		

AUDITED AND CERTIFIED CLAIM STATEMENT RELATED TO THE PCA CSE NO 2014-02 IN THE MATTER OF THE "ARCTIC SUNRISE ARBITRATION (KINGDOM OF THE NETHERLANDS VS RUSSIAN FEDERATION)"
SEPTEMBER 17TH 2014

WEA NOORD-HOLLAND
Molenwerf 48, 1911 DS
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Telefoon (0251) 36 19 80, Fax (0251) 36 19 70
Bicount: 507725

INDEPENDENT AUDITOR'S REPORT

To: management of Stichting Greenpeace Council

Report on the claim statement

We have audited and certified the accompanying claim statement related to the PCA Case No 2014-02 in the matter of the "Arctic Sunrise Arbitration (Kingdom of The Netherlands vs Russian Federation)", which comprise the face value of the damages incurred further to the Russian Federation's authorities' boarding and arrest of the vessel Arctic Sunrise and her crew, for the period from September 17, 2013 till August 27, 2014, totaling € 2,496,476.

Managements' responsibility

Management is responsible for the preparation and fair presentation of the claim statement, in accordance with International Financial Reporting Standards as adopted by the European Union and with Part 9 of Book 2 of the Dutch Civil Code. Furthermore management is responsible for such internal control as it determines that is necessary to enable the preparation of the claim statement that is free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on the claim statement based on our audit. We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing, in particular Standard 805 *"Bijzondere overwegingen – controles van een enkel financieel overzicht en controles van specifieke elementen, rekeningen of posten van een financieel overzicht"* (*Special considerations – checks of unique financial overview and checks of specific elements, accounts or items in a financial overview*). This requires that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts in the claim statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the claim statement, whether due to fraud or error.

WED. OUDERKERK & DE VRIES

Middenmeer
Uitgeest

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ROOIJENBURG 10

Btw-nr. NL 8348.06.618.B01
Kvk nr. 37159514

In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the claim statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the claim statement

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion with respect to the claim statement

In our opinion, the claim statement in reference to PCA Case No 2014-02 in the matter of the "Arctic Sunrise Arbitration (Kingdom of The Netherlands vs Russian Federation)", gives a true and fair view of the damages incurred further to the Russian authorities' boarding and arrest of the Arctic Sunrise and her crew for the period from September 17, 2013 till August, 27 2014, in accordance with International Financial Reporting Standards as adopted by the European Union and with Part 9 of Book 2 of the Dutch Civil Code.

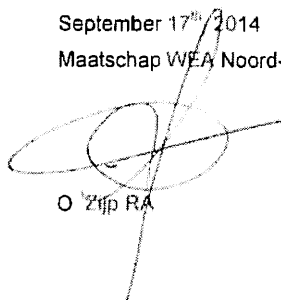
Restriction in use and distribution circuit

Our independent auditor's report is solely predestinated to be used in PCA Case No 2014-02 in the matter of the "Arctic Sunrise Arbitration (Kingdom of The Netherlands vs. Russian Federation)", and therefore is not to be further distributed to other than designated parties involved in these proceedings without our specific prior consent

Uitgeest.

September 17th 2014

Maatschap WEA Noord-Holland



O Zijp RA

APPENDIX 2

REPORT OF SURVEY BY HALYARD SURVEY BV

21 AUGUST 2014



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REPORT OF SURVEY

Re

Motor yacht ARCTIC SUNRISE



Report number: 26330306
Acting surveyor: Leo van Houwelingen
Date: 21 August 2014

NL851294127B01

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Rabobank 1662.61.416

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The delivery conditions for assignments to adjusters, surveyors and valuers are applicable.



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1. **PARTICULARS**

IMO number	: 7382902
GT/NT	: 949/284
Dimensions	: 49.62 x 11.50 x 4.83 m.
Built	: 1975 at Vaagen Shipyard, Norway
Propulsion	: 9-cylinder MAK diesel engine 1,619 kW (output)
Class	: DNV – 1A1 Icebreaker
Port of registry/flag	: Amsterdam/ Dutch
Owner	: Stichting Phoenix at Broek in Waterland, The Netherlands
Operator	: Stichting Greenpeace Council at Amsterdam, The Netherlands

2. **INSTRUCTION**

Halyard Survey B.V. has been assigned by owners/managers of the motor yacht ARCTIC SUNRISE to carry out a damage survey on board the motor yacht ARCTIC SUNRISE in Amsterdam after return of the vessel, after being arrested for nearly 10 months in Murmansk (Russia) and estimate the cost for repair and recovery of the missing equipment and/or goods.

3. **SURVEY**

The survey on board the motor yacht ARCTIC SUNRISE was carried out on 12 August 2014 whilst the vessel was lying safely moored port side alongside the premises of Oranje Scheepsreparatie B.V. at Nieuwendammerdijk 542 at Amsterdam.

4. **ATTENDING PARTIES**

Mr. Waldemar Wichman, captain.
Mr. Paul Ruzychi, chief mate.
Mr. David McEvitt, chief engineer.

5. **INTRODUCTION**

On 8 August 2014 the motor yacht ARCTIC SUNRISE arrived at Amsterdam after leaving Murmansk end of July 2014.

On 19 September 2013 the motor yacht ARCTIC SUNRISE was seized by the Russian Coast Guard and towed to Murmansk. In Murmansk the crew was detained and the vessel was laid up at the port of Murmansk till 27 June 2014, when the (new) crew was allowed to board the vessel.

After returning on board it was ascertained that during the 9 months the vessel was laid up in Murmansk considerable damage was caused to the vessel.

On behalf of Greenpeace International a condition survey was carried out by a local P&I surveyor and additionally an underwater video survey was carried out by a local diver.

6. **FINDINGS**

During our survey on 12 August 2014 on board the motor yacht ARCTIC SUNRISE at Amsterdam most of the pollution on board was cleaned and the mess was cleared away. Several relevant (safety and navigation) items were renewed before leaving Murmansk.

In order to ascertain the damage sustained on board the motor yacht ARCTIC SUNRISE in the afore mentioned period we interviewed crew members and received pictures of the vessel as found in the condition in June 2014 at Murmansk. Furthermore we received the condition report of the P&I Surveyor dated 2 July 2014 (see enclosure 1).

The following can be reported:

The found damage can be divided in damage as result of:

- 6.1 - pollution on deck and inside accommodation and mess made.
- 6.2 - disappeared items (ship belongings and personal belongings of crew).
- 6.3 - damage as result of (excessive) violence to equipment and ship belongings.
- 6.4 - damage as result of not using the vessel during a longer period.
- 6.5 - loss of hire.

6.1 POLLUTION

During the period the vessel was lying laid up at the port of Murmansk the vessel was polluted on deck and outside of the accommodation and hull as result of coal dust and/or iron ore dust originating from nearby stored bulk cargo.



The iron ore dust was also found in accommodation (cabins / wheelhouse/ mess room, etc.) as it was most likely carried inside by the ship's ventilation.

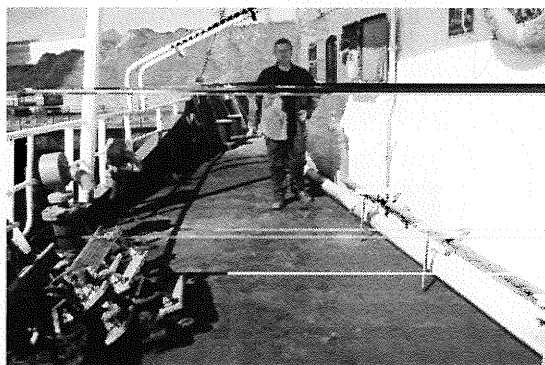
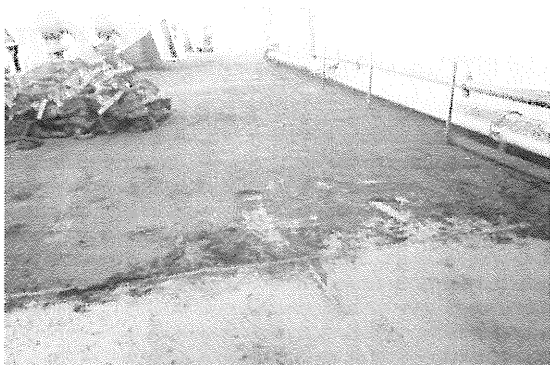
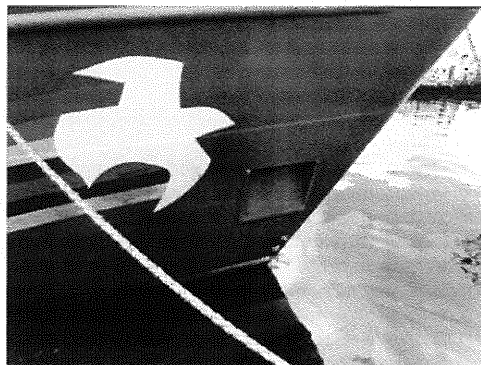
The coal dust also polluted the equipment and items placed on deck such as the mooring ropes, canopies of man overboard boat, lift rafts, etc.

Also the anchor winch of the fore deck was heavily polluted and coal dust entered the band brake.

We refer to the following pictures:

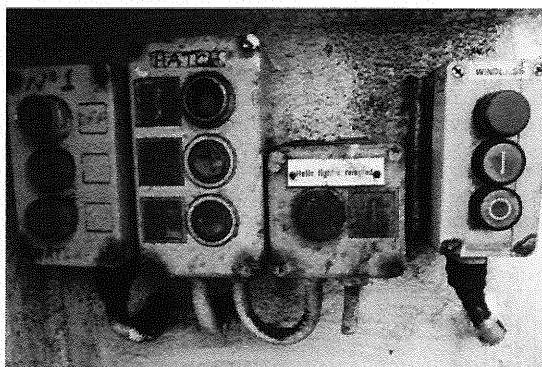
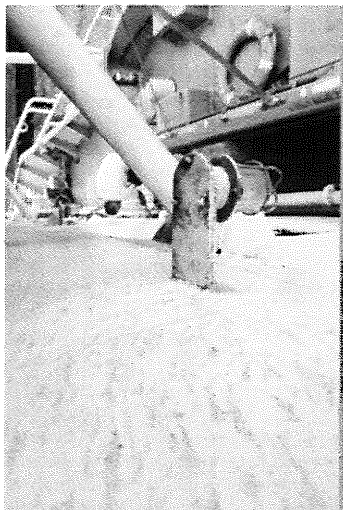


Hull polluted



Deck polluted



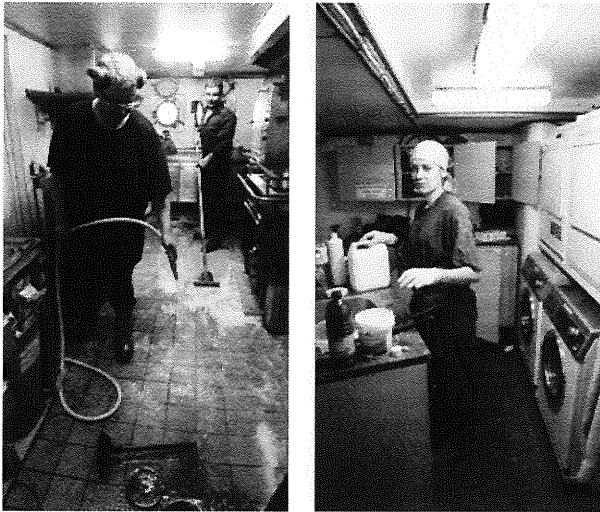


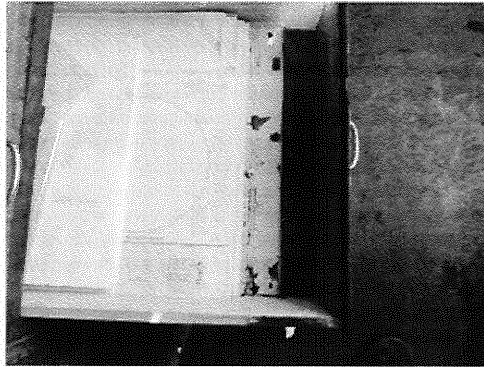
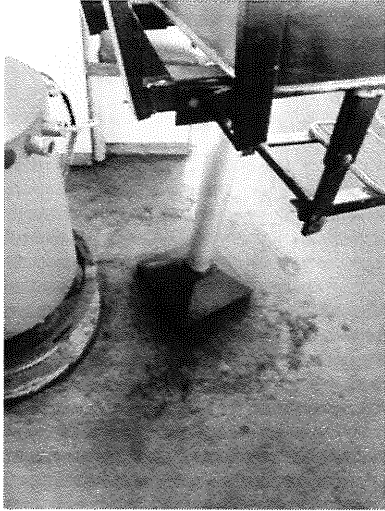
Outside accommodation polluted





Deck equipment polluted





Accommodation inside





Mess in accommodation

6.2 DISAPPEARED ITEMS

After returning to the vessel a lot of items belonging to the ship's equipment, inventory and personal belongings of the crew could not be found on board and are reported missing.

6.2.1 SHIP EQUIPMENT

a. Rigid hulled inflatable boat

Manufacturer	: Parker
Type	: 650 stern drive
Dimensions	: 6.50 x 2.49 m.
Engine	: Cummins Mercruiser approx. 150 hp
No.	: 03-74-YS

b. Rigid hulled inflatable boat

Manufacturer	: Mulder & Rijke
Type	: Rib Sea 750
Length	: 7.50 m.
Engine	: inboard diesel engine with Parker 115 waterjet
No.	: 13-19-YD

c. Rigid hulled inflatable boat

Manufacturer	: Zodiac Hurricane
Engine	: Mercury Optimax outboard engine 200 hp
No.	: YP-15-06

d. 2x rigid hulled inflatable boat

Manufacturer	: Nouverania
Engine	: 50 hp outboard engine
No.	: 10-74-YS 10-75-YS

- Underwater camera in high pressure housing.

6.2.2 SHIP INVENTORY

Engine room

- Electric toolbox containing electric tools, wire cutter, screw driver etc. for electrical work.
- Torch, make Maglite.
- Led torch, make Maglite.
- 2 Multimeters, make Fluke with test leads.
- Insulation/resistance tester, make Fluke.
- Clamp meter, make Fluke.
- 2 crimping/cutting tools make Klauke
- Laser temp gun, make Fluke 56X.
- Shock and water proof camera, Olympus TG 320.
- Clock gauge with magnetic holder, make Mahr.
- Micrometer (bore gauge) 320 mm in wooden box.
- Electric tool make Dremel with accessories.
- Set feeler gauges
- Diagnostic tool for Mercury Optimax engine.
- Small ¼ " ratchet set.
- Various small tools and pipe cutters.
- Dymotape labeling machine.

Action boxes

- 7x UHF hand hold radios with chargers.
- Batteries 20x AA and 20x AAA alkaline batteries.
- 8x hand held GPS, make Garmin.
- Digital video camera make Sony Handicam 2080.
- 1 x binoculars, make Canon 10 x 42 image stabilized.
- 2 x binoculars ,make Canon 8 x 25.
- 2 helmet cameras, make Go Pro.



- 6 led head lamps.
- 1 backpack, 20 ltr. (Go Pro).
- 4x backpack, unknown.
- 1 backpack 50 ltr. (Black Diamond).
- 2x backpack 60 ltr. (1 x Terra 60 and 1 x Rei).
- 3x backpack 80 ltr. (2 x Life Venture and 1 x Rei).
- 1x backpack 90 ltr. (Sky Walk).

Diving gear

- 1 Scubapro Mk 17 C300-regulator.
- 1 Scubapro Octopus C200-regulator.
- 3x titanium knife, make Mako.
- 3x dive lights.

Hospital

- 1 digital blood pressure make Omron.
- 1 stethopho endoscope
- 1 otoscope.
- 1 digital thermometer.
- drug test equipment.

Deck tools

- 1 grinder, 750 W make Metabo.
- 1 grinder, 1400 W make Metabo.
- 1 drill, 790 W make Hitachi.
- 1 drill, 620 W make Metabo.
- 1 battery drill with charger make Metabo.
- 1 bolt cutter.
- Inventory in port side deck locker, helicopter crash equipment.



Bridge

- 1 pair of fire resistant gloves.
- 4 line throwing apparatus make Comet.
- BNWS sensor port side bridge.
- Laptop from safety officer.
- 1 binocular with stabilizer all weather, make Canon 18 x 50.
- 1 binocular Canon 20 x 50.
- 1 binocular Delta 10 x 50.
- 1 binocular Steiner 10 x 26 Predator.
- 1 barometer.
- 1 x Electronic Chart Display Information System (ECDIS), make Furuno FEA 2 x 07.
- 2 x GPS make Furuno, model GP150.
- 1 Windows computer for navigation purposes, programs and software.
- 1 computer for Konsberg Eco sound software.
- 1 Pendrive 8 GB.
- 1 manuals of navigation and communication equipment missing.

Radio room

Several communication equipment.

6.2.3 PERSONAL BELONGINGS CREW

Of 30 crew members the personal effects, laptops, jewelry, etc. disappeared.

6.3 DAMAGE AS RESULT OF VIOLENCE

- Door radio room broken.
- Action boxes damaged.
- Magnetic compass broken.
- Several drawers in cabins and wheelhouse.

6.4 DAMAGE SUSTAINED AS RESULT OF USE DURING LONGER PERIOD OF TIME

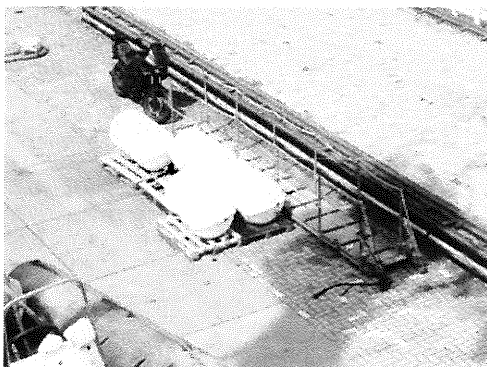
- Leaking of hedge cover seal of Mac Gregor hatch.



- Satellite antenna dome filled with moisture.



- Certificate of 4 life rafts expired and 3 Russian made life rafts purchased.



- Additional works: underwater video inspection carried out by local diver to inspect the underwater hull, water inlets, propeller and thrusters for damages.

- Stores of food / provisions spoiled.

6.5 LOSS OF HIRE

As a result of the arrest of the vessel a loss of hire sustained over the period of 19 September 2013 up to 30 July 2014, in total 314 days.

7. REPAIRS

In order to restore the vessel in the condition as it was on 19 September 2013 the following cost for repairs, renewal and works are estimated as follows:

Pollution as mentioned under 6.1:

Cost for cleaning the vessel by ship's crew as carried out in the period between 27.06.2014 and 20.08.2014, incl. external contracted cleaners	EUR	25,000.00
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Disappeared items as mentioned under 6.2:

Renewal of ship equipment, ship inventory and personal belongings	EUR	90,000.00
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Rigid hulled inflated boat (see 6.2.1)	EUR	250,000.00
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Repairs as mentioned under 6.3:

Total 6.3	EUR	15,000.00
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Repairs as mentioned under 6.4:

Total 6.3	EUR	18,000.00
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Total, excl. loss of hire	EUR	398,000.00
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8. **REMARKS**

To both survey and report the “Delivery Conditions for Assignments to Adjusters, Surveyors and Valuers” are applicable. These conditions have been filed in the registry of the Arrondissementsrechtbank in Amsterdam (Amsterdam district court) on 2 July 1998 under number 149/1998 and in the registry of the Arrondissementsrechtbank in Rotterdam (Rotterdam district court) on 2 July 1998 under number 56/98.

Sliedrecht, 21 August 2014

Leo van Houwelingen

HALYARD SURVEY BV

APPENDIX 3A

CREW COST OVERVIEW

17 SEPTEMBER 2014

Crew and Crew related costs for AS 30
Sept. 17th, 2014

Arctic 30 crew members in detention / on bail

Note: day rates include paid leave

Crew Rank	Given name	Surname	Detained	Home	Days	Salary scale	Ann. Sal	15% empl costs	Day rate	Sal. Costs
Captain	Mr. Peter Henry	Willcox	25/09/13	28/12/13	95 I10	€ 56,413	€ 8,462	€ 355	€ 33,771	
Chief Mate	Mr. Paul Douglas	Ruzyccki	25/09/13	28/12/13	95 G10	€ 47,762	€ 7,164	€ 301	€ 28,592	
2nd Mate	Mr. Miguel Hernan	Perez Orsi	25/09/13	28/12/13	95 F6	€ 37,413	€ 5,612	€ 236	€ 22,397	
3rd Mate	Ms. Anne Mlie Roer	Jensen	25/09/13	28/12/13	95 E1	€ 27,568	€ 4,135	€ 174	€ 16,503	
Chief Engineer	Mr. Mannes	Ubels	25/09/13	28/12/13	95 H9	€ 49,808	€ 7,471	€ 314	€ 29,817	
2nd Engineer	Mr. David John	Rogers	25/09/13	28/12/13	95 G2	€ 36,845	€ 5,527	€ 232	€ 22,057	
Electrician	Mr. David John	Hausmann	25/09/13	28/12/13	95 F10	€ 42,664	€ 6,400	€ 269	€ 25,540	
Boat Mechanic	Mr. Jonathan David	Beauchamp	25/09/13	28/12/13	95 C10	€ 34,056	€ 5,108	€ 215	€ 20,387	
ETO	Mr. Colin Keith	Russell	25/09/13	28/12/13	95 F10	€ 42,664	€ 6,400	€ 269	€ 25,540	
Cook	Mr. Ruslan	Yakushev	25/09/13	28/12/13	95 DD6	€ 30,699	€ 4,605	€ 193	€ 18,377	
Bosun	Mr. Alexandre	Paul	25/09/13	28/12/13	95 B8	€ 29,839	€ 4,476	€ 188	€ 17,863	
Deckhand	Mr. Cristian	D'Allessandro	25/09/13	28/12/13	95 B1	€ 20,757	€ 3,114	€ 131	€ 12,426	
Deckhand	Mr. Francesco Pierre	Pisanu	25/09/13	28/12/13	95 B4	€ 24,650	€ 3,698	€ 155	€ 14,756	
Doctor	Ms. Ekaterina	Zaspa	25/09/13	28/12/13	95 F1	€ 29,536	€ 4,430	€ 186	€ 17,681	
Deckhand	Ms. Ana Paula	Alminhana Maciel	25/09/13	28/12/13	95 B6	€ 27,245	€ 4,087	€ 172	€ 16,310	
Ass. Cook	Ms. Gizem	Akhan	25/09/13	28/12/13	95 volunteer	€ 1,500		€ 8	€ 781	
1520										€ 322,795,35

Crew transit from Murmansk to Amsterdam arrival

Note: day rates include paid leave

Rank	Title	Given Name	Family Name	Travel date	Standby Days	Salary scale	Ann. Sal	15% empl costs	Day rate	Sal. Costs
Captain	Mr. Daniel	Rizzotti		07 June 2014	63 I9	€ 55,002,00	€ 8,250,30	€ 346,59	€ 21,835,04	
Chief Officer	Mr. Sergiy	Demydov		01 July 2014	39 G3	€ 38,209,00	€ 5,731,35	€ 240,77	€ 9,389,99	
2nd Officer	Mr. Ignacio	Soaje		27 June 2014	43 F3	€ 33,475,00	€ 5,021,25	€ 210,94	€ 9,070,35	
3rd Officer	Mr. Adrian	Arauz Hernandez		08 July 2014	32 G5	€ 40,939,00	€ 6,140,85	€ 257,97	€ 8,255,10	
Chief Engineer	Mr. David	McEvvit		27 June 2014	43 H10	€ 51,173,00	€ 7,675,95	€ 322,46	€ 13,865,78	
2nd Engineer	Mr. Robin	Ristjouw		10 July 2014	30 G6	€ 42,303,00	€ 6,345,45	€ 266,57	€ 7,997,01	
Electrical Engineer	Mr. Miroslav	Desov		26 June 2014	44 F8	€ 40,038,00	€ 6,005,70	€ 252,29	€ 11,100,95	
Boat Mechanic	Mr. Andres	Soto Soto		01 July 2014	39 C5	€ 27,570,00	€ 4,135,50	€ 173,73	€ 6,775,42	
Cook	Mr. Willindro	Rodrigues		11 July 2014	29 DD8	€ 33,311,00	€ 4,996,65	€ 209,90	€ 6,087,24	
Bosun	Mr. Jorge	Punzi		01 July 2014	39 D9	€ 34,381,00	€ 5,157,15	€ 216,65	€ 8,449,25	
Doctor	Dr. Valeriy	Kharchenko		30 June 2014	40 F7	€ 38,726,00	€ 5,808,90	€ 244,03	€ 9,761,07	
Deckhand	Ms. Fernanda	Arduino		29 June 2014	41 B5	€ 25,947,00	€ 3,892,05	€ 163,50	€ 6,703,57	
Deckhand	Ms. Ana Carla	Martinez		30 June 2014	40 B2	€ 22,055,00	€ 3,308,25	€ 138,98	€ 5,559,51	
Deckhand	Mr. Victor	Pickering		03 July 2014	37 B1	€ 20,757,00	€ 3,113,55	€ 130,80	€ 4,839,57	
€ 129,689,34										

Standby Crew/ Contract obligations

Note: standby days are neutral days - no paid leave accrued

Rank	Title	Given Name	Family Name	Standby Days	Salary scale	Ann. Sal	15% empl costs	Day rate	Sal. Costs
Captain	Mr.	Daniel	Rizzotti	31	I9	€ 55.002,00	€ 8.250,30	€ 173,29	€ 5.372,11
Captain	Mr.	Vladimir	Votiacov	25	I7	€ 52.182,00	€ 7.827,30	€ 164,41	€ 4.110,23
Captain	Mr.	Arne	Sorensen	30	I10	€ 56.413,00	€ 8.461,95	€ 177,74	€ 5.332,19
Chief Officer	Mr.	Goran	Bakovic	21	G6	€ 42.303,00	€ 6.345,45	€ 133,28	€ 2.798,95
Chief Engineer	Mr.	David	McEvitt	106	H10	€ 51.173,00	€ 7.675,95	€ 161,23	€ 17.090,38
2nd Engineer	Mr.	Samuel	Isiah	19	G10	€ 47.762,00	€ 7.164,30	€ 150,48	€ 2.859,18
Electrical Engineer	Mr.	Miroslav	Desov	60	F8	€ 40.038,00	€ 6.005,70	€ 126,15	€ 7.568,83
Boat Mechanic	Mr.	Philip	Dunn	9	C10	€ 34.056,00	€ 5.108,40	€ 107,30	€ 965,70
ETO	Mr.	Thomas	Looney	66	GG10	€ 45.946,00	€ 6.891,90	€ 144,76	€ 9.554,25
ETO	Mr.	Yordan	Georgiev	3	F3	€ 33.475,00	€ 5.021,25	€ 105,47	€ 316,41
ETO	Mr.	Mir	Rodriguez Lombardo	40	F4	€ 34.788,00	€ 5.218,20	€ 109,61	€ 4.384,24
Deckhand	Ms.	Fernanda	Arduino	17	B5	€ 25.947,00	€ 3.892,05	€ 81,75	€ 1.389,76
Deckhand	Ms.	Katie	Furlong	15	B1	€ 20.757,00	€ 3.113,55	€ 65,40	€ 980,98
									€ 62.723,21

Summary	
AS 30 crew	€ 322.795
Transit Crew	129.689 €
Standby Crew	62.723 €
Totals	€ 452.485

APPENDIX 3B

**RULES AND REGULATIONS FOR SHIPS' CREW ON BOARD OF
VESSELS OPERATED BY STICHTING GREENPEACE COUNCIL**

2014-2015



Rules and Regulations

for ships' crew on board of vessels
operated by Stichting Greenpeace Council

GREENPEACE

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Part of the Collective Labour Agreement
Between Nautilus International and
Stichting Greenpeace Council

Valid from 1 January 2014 until 31 December 2015

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Rules and regulations under the Collective Bargain Agreement for ships' crew employed by Stichting Greenpeace Council.

A. Definitions

Article 1 Definitions

The terms used in these Regulations shall have the following meanings:

- 1.1 "Employer": Stichting Greenpeace Council (SGC).
- 1.2 "Crewmember(s)": All personnel employed by the Employer and operating or serving aboard a ship.
- 1.3 "Sundays": besides weekly Sundays, official public holidays as assigned by the Dutch Government and SGC, such as 1 January both Easter days, Ascension Day and both Christmas days (25 and 26 December).
- 1.4 "Monthly Wage": as described in Article 3.
- 1.5 "Annual Wage": Monthly Wage x 12.
- 1.6 "Daily Wage": $1/365 \times \text{Annual Wage}$.
- 1.7 "One day": the 24 hours period from midnight to midnight.
- 1.8 "Active Service": days on board a vessel, traveling days and hand-over days.
- 1.9 "Neutral Days": days for training and/or education / work at the office. Neutral in this sense means there shall be no accumulation of or reduction in numbers of leave days.
- 1.10 "First Available Port of Disembarkation": The first available port of disembarkation taking into account, but not limited to, weather, crew changes, availability and financial consequences of flights or the Employer's operational planning.
- 1.11 "Partner": spouse established by marriage or registered partnership, both only by and in accordance with the law of the country of residence of the spouse. In case of a registered partnership, the personal information of the partner needs to be noted and registered at SGC in a similar way as if the crewmember was married to this partner.
- 1.12 "BW": Burgerlijk Wetboek, which translates as "Dutch Civil Code".
- 1.13 "Wetboek van Koophandel": the Dutch law on commerce, which translates as "Dutch Code of Commerce".
- 1.14 "UWV": Uitkeringsinstituut Werknemersverzekeringen, which translates as "Dutch Social Security services".
- 1.15 "Nawerking" When the date of validity of the CBA has expired, Dutch labour law stipulates that all in the CBA remains in place until the moment that the CBA is renewed. (Dutch legal term = "nawerking").

B. Wages and Functions

Article 2 Functions / wage scales

2.1 Functions of crewmembers are divided in accordance with the wage scales as follows:

Wage scale	Function
B	Assistant Cook, Deckhand, *1 *3
C	Nurse, Boat Mechanic
D	Bosun
DD	Cook
E	3rd Officer
EE	3rd Engineer, Electrician
F	2 nd Officer, Assistant Communication Technician, Doctor, Electric Engineer *2 *4
G	2 nd Engineer, Chief Officer
GG	Communications Technician
H	Chief Engineer
I	Captain

- *1 There will be a possibility to employ crew members who want to upgrade their career through the ranks. Examples are deckhands in training for a mate's license, or trainee RO's. These trainee positions, with a maximum period of 2 trips of 3 months, will be paid according to salary scale B of the CBA. Trainees are to work in a dual position. Deck and watch keeping or deck and RO room are examples.
- *2 In order to qualify for the F scale, one needs to have a valid STCW III/1 certificate and experience in rank (5 years) or 10 years of experience in rank (if not holding STCW III/1 certificate).
- *3 Greenpeace wants to invest in training junior officers / engineers. Juniors can only sail in addition to the standard manning as described in the on board ISM manual of the ship. Juniors have less than 6 months of sea time and are paid according to the B salary scale. You can only sail as junior when at the start of the contract one has less than 6 months of logged sea time in the relevant rank. The reason for investing is to increase the possibility to have crew members available to be called upon when lined up crew can't join. It is to reduce the need to make use of a crewing agency as last resort and to ensure that there is a match with the on board GP culture. Employer, together with the Works Council, shall conclude a training policy for all functions, including junior positions.
- *4 Assistant Communication Technician
The assistant communication technician will be promoted to the salary scale of the communication technician after having sailed in the ranks for 5 years at sea (10 years in service with GPI). Greenpeace is also willing to invest (within the constraints of the budget) to bridging knowledge gaps by offering external training or training on the job, for instance by doubling with a more experienced Communication Technician. Qualifications will be part of the above mentioned training policy.

Article 3 Determining wage

3.1. The Monthly Wage per function is determined on the basis of the following table:

Monthly Wage scale in euros, as per 1 January 2014 including Holiday pay.

years	SCALES									
	B	C	D	DD	E	EE	F	G	H	I
0	€1.668	€1.757	€1.892	€1.905	€2.188	€2.231	€2.461	€2.843	€3.127	€3.526
1	€1.730	€1.865	€2.000	€2.014	€2.297	€2.342	€2.571	€2.957	€3.241	€3.643
2	€1.838	€1.973	€2.108	€2.123	€2.407	€2.454	€2.680	€3.070	€3.355	€3.761
3	€1.946	€2.081	€2.216	€2.232	€2.516	€2.565	€2.790	€3.184	€3.468	€3.878
4	€2.054	€2.189	€2.324	€2.341	€2.626	€2.677	€2.899	€3.298	€3.582	€3.996
5	€2.162	€2.297	€2.433	€2.449	€2.735	€2.788	€3.008	€3.412	€3.696	€4.113
6	€2.270	€2.406	€2.541	€2.558	€2.844	€2.900	€3.118	€3.525	€3.810	€4.231
7	€2.378	€2.514	€2.649	€2.667	€2.954	€3.011	€3.227	€3.639	€3.923	€4.348
8	€2.487	€2.622	€2.757	€2.776	€3.063	€3.123	€3.337	€3.753	€4.037	€4.466
9	€2.595	€2.730	€2.865	€2.885	€3.172	€3.234	€3.446	€3.866	€4.151	€4.584
10	€2.703	€2.838	€2.973	€2.994	€3.282	€3.346	€3.555	€3.980	€4.264	€4.701

3.2 Each Crew members' monthly wage payment shall be calculated based on the number of days for which wages are earned multiplied by the Daily Wage.

3.3 Crewmembers need to arrange personal pension provisions on their own account. No pension premium shall be paid to Crewmembers.

3.4 Holiday payment (8.33%) is included in the Monthly Wages detailed above.

3.5 Annually (by the end of January) the Employer shall increase the pay scales, according to cost of living increases ("*CPI alle huishoudens November*" figures). Parties agreed on a cola to all employees in 2014 and 2015. The cola for 2014 is 1.5%. The 2015 wage scale will be added to the Rules and Regulations as an amendment when the "*CPI alle huishoudens November*" figures 2014 are known.

3.6 The figures as stated in the Monthly Wage scale above are based upon a system of one month's work, followed by one month of paid leave.

3.7 If due to the pay system as described in article 3 the Monthly Wage amounts to less than the Dutch minimum monthly wage, the Dutch minimum monthly wage will be applicable. The Dutch monthly minimum wage as at January 1, 2014, including 8% holiday allowance is € 1.604,45.

Article 4 Years in Service

4.1 Commencing at the start of travel from home to embark one of the vessels, a crew member shall be placed on the scale according to the function. The increment in this scale is determined by the total of:

Experience on Merchant navy ships: actual sea time in the same or higher function logged in a seaman's book prior to this embarkation. Numbers of years on Merchant Navy ships are counted by taking the total numbers of days at sea divided by 365, but cannot exceed a total of five years.

Experience on Greenpeace operated vessels: The maximum time calculated by Sea time on board of vessels operated by Greenpeace time in the same or higher function is counted by taking the total number of days on board this ship, multiplied by 2, divided by 365.

- 4.2 Upon employment, and if applicable, a Crewmember will be scaled to a Years in Service Increment corresponding to the number of years served in the same rank / function. However, this provision will not apply if the Crewmember has not had any relevant logged sea sailing service / time for the last 4.5 years.
- 4.3 If employment is interrupted with the consent of the Employer, the accumulated Years in Service increments will continue at such time that a Crewmember recommences employment.

Article 5 Wage after promotion

- 5.1 For a Crewmember who, as a result of a promotion, is ranked in a higher function group, the accumulated Years in Service increments from the previous wage scale will be zeroed. In the new function, the Crewmember will receive the starting wage, and Years in Service increments will be applied as described in Article 4.1 above. If the starting Monthly Wage in the new function is lower than the Monthly Wage paid in the previous function, the Crewmember will receive Years in Service increments as required in order to raise the new Monthly Wage above the Monthly Wage received under the previous function.

Article 6 Wage scales and overtime

- 6.1 During the duration of this CBA, parties will investigate the necessity to adjust wage scales per function, with reference to the investigation held in 2010 and 2011 looking into the actual overtime per function. The outcome of the investigation can be part of the CBA negotiations for 2014 onwards. Parties have investigated the necessity to adjust the wage scales per function with reference to the investigation held in 2010 and 2011 looking into the actual overtime per function. The outcome of the investigation is that there will be no changes in the current salary structure.

Article 7 Active Service in a higher rank / function on board

- 7.1 Service in a higher rank / function means performing a different rank / function on board (upon the directions of the Employer) than the one for which the Crewmember was originally employed.
- 7.2 Service in a higher rank / function is not considered to be an interruption of employment in the original rank / function.
- 7.3 For the period that the Crewmember serves in a higher rank / function, the Crewmember shall be placed on the Monthly Wage scale in accordance with such higher rank / function. Placement in the Monthly Wage scale will be determined in accordance with Article 5.
- 7.4 A Crewmember serving in a higher rank / function for more than three consecutive periods of Active Service shall be ranked in this higher rank / function on a permanent basis.

- 7.5 If crew members are sailing in addition to the manning table during maintenance, and if the crew member voluntarily agrees to do so, payment for the additional crew members will be according to the rank offered and not in the highest rank according to article 7.4.

Article 8 Meals

- 8.1 The Employer will ensure that Crewmembers receive sufficient, nutritious and varied meals. In composing menus, modern nutrition requirements and guidelines will be followed.

C. Terms of Employment

Article 9 Employment agreement

- 9.1 An employment agreement shall be in writing and entered into for either an indefinite or limited period of time. It shall contain the date of commencement of employment and the function / rank that the Crewmember shall fulfill as described in article 2.1. The Crewmember shall be provided with a copy of the agreement.
- 9.2 At least 25 % of the required positions will be filled by Crewmembers who will be employed for an indefinite period of time. Other functions can be filled by contracts entered into for limited periods. Yearly the Employer and Nautilus International together will evaluate the proportion between Crewmembers with fixed-term contracts and total personnel.
- 9.3 Paragraphs 1 through 4 of Article 7:668a BW, as denoted in paragraph 5 of that same article, are excluded. This means that - contrary to paragraphs 1 through 4 of Article 7:668a BW - there will be no limitation on amounts or periods of employment agreements for a limited period of time.
- 9.4 An employment agreement for a limited period will be terminated by operation of law without notice being required on the agreed expiry date or in the First Available Port of Call after the expiry date.
- 9.5 Next to the existing six months employment contracts (three months on board, followed by a three months period of leave) SGC aims for having 12 crew members on a one year contract at any given time. It's at SGC's discretion to decide who will be offered year contracts. In case of prolonging a contract, crew will receive a new contract. After conformation of the ships-unit, the captain can sign prolonged contracts.
- 9.6 To diminish job insecurity, the employer must inform crew members with a definite (temporary) contract whether or not they will be rehired as soon as possible after the assessment has arrived at the office. The provision of a new contract depends on a good assessment and the availability of a job, taking into account the needs for the upcoming campaigns. This agreement is also made between SGC and the Works Council and will be monitored by the Works Council.
- 9.7 While recognizing the right of crew members to take on employment while on paid leave, GPI maintains that in accordance with STCW Convention as amended, seafarers need to be sufficiently rested during their leave period. Without GPI's permission crew members on paid leave are not allowed to take on any employment (paid or on a voluntary base) that is

likely to prevent the crew member to be fully rested / ready to re-join a GPI ship and / or that is likely to compromise the reputation of Greenpeace.

Article 10 Working hours and overtime

- 10.1 Normal working hours per day shall be as follows:
Mondays to Fridays from 08:00 to 17:00;
Saturdays from 08:00 to 12:00;
Sundays off, except for watch keepers and cook.
- 10.2 Lunch breaks will take place from 12:00 to 13:00, and coffee and tea breaks from 10:00 to 10:15 and 15:00 to 15:15, subject to circumstances.
- 10.3 Watch keepers as per scheduling as described in STCW '95 will be observed.
- 10.4 The cook is expected to work 7 days a week. Arrangements can be made, at the discretion of the Captain, for other Crewmembers on a voluntary basis, to fulfill the cook's duties on Sundays when the vessel is in port.
- 10.5 Anyone ordered by the Captain to work overtime shall carry out this instruction.
- 10.6 The following shall **not** be considered as overtime:
- Working in order to prevent an immediate danger for the crew, ship and available equipment - according to the Captain's judgment - which cannot be postponed to the following working day;
- Being available for watch duty when the ship is in port; or
- Internal trainings (e.g. boat training, casualty drills, etc.).
- 10.7 Notwithstanding that set out in articles 10.5 & 10.6 above, work carried out after the normal working hours per day, shall be considered as overtime.
- 10.8 Full compensation for overtime, considering time worked and Monthly Wage scale, shall be included in the monthly wages paid.
- 10.9 Work on Saturdays, Sundays outside normal working hours as mentioned in this Article 10 will be limited to the bare necessities.

Article 11 Leave

- 11.1 For each Active Service Day, 1 leave day shall be awarded, this including a full compensation for the holiday time as described in Article 7:634 BW. No leave is awarded or subtracted for Neutral Days. See definitions.
- 11.2 After a period of approximately three months of Active Service and after arriving at the First Available Port of Disembarkation, leave will be granted for an uninterrupted period. The Employer reserves the right to recall a Crewmember from leave, once that Crewmember's balance of leave days has become 25 calendar days or less.
- 11.3 When a contract is prolonged on request of SGC for over two weeks, crew involved will receive one day of additional leave for each week after the standard 3 months period. When the period is less than two weeks no additional leave will be given.

- 11.4 When a Crewmember, at his or her own request or upon mutual agreement with the Employer, makes a trip that exceeds the period of about 3 months, no extra leave according to article 11.3 shall be granted.
- 11.5 Notwithstanding Article 11.4 a Crewmember can agree to a longer period of Active Service. Extra leave as specified in Article 11.3 above will subsequently only be granted after this agreed longer period expires.
- 11.6 The time-frame for the period of leave will be determined by the Employer, in so far as possible in accordance with the wishes of the Crewmember, in such a way that the Crewmember can make preparations for the use of his or her leave. The Employer shall not interrupt the leave, except in urgent circumstances. In the event of unavoidable interruptions or when the commencement date of leave is postponed, the Employer shall compensate all reasonable damages and costs incurred thereby.
- 11.7 Upon written request or with written permission by the Crewmember leave in advance can be given. Such leave in advance will be settled against accumulated leave.
- 11.8 Upon request and at the end of the employment contract, the Employer will provide the Crewmember with a document detailing the amount of accumulated leave days outstanding.
- 11.9 During the period of leave the Crewmember shall be paid the monthly wage according to the agreed appointment, function and period of service.
- 11.10 Leave will be used as time off from work duties. In exceptional situations and only with mutual agreement in writing will leave be settled in money. When settled in money leave days and holiday allowance will be taken into account. The monetary value of one leave day shall be determined to be $\frac{1}{365} \times 12 \times \text{Monthly Wage}$.
- 11.11 Further to Article 11.10 above, if a Crewmember has served temporarily in a higher function, the leave earned in that period will be used or calculated according to the relevant higher function / wage for the duration of such temporary period.
- 11.12 GPI crew that are members of Nautilus International can get a maximum of two days of leave per year when they attend a Nautilus membership meeting. Crew members will receive an attendance form from Nautilus International and have to hand in this signed attendance form to the crew department.
- 11.13 All types of leave, will expire 5 years after the year in which they are accrued.

Article 12 Shore leave

- 12.1 As a guideline for shore leave, the schedule on board shall be arranged in such a way that in harbors, where possible, every Crewmember is permitted to go ashore - as specified by the Captain - based on at least twice every three days, before or after fulfilling his or her daily tasks. Nevertheless, everyone is required, before going ashore, to request permission from the Captain or the Captain's designee.

12.2 If permission to go ashore is denied, the Captain or the Captain's designee will note this (including justified reasons) in the ship's logbook. Justified reasons for not granting such permission includes: safety of the crew, vessel or available equipment, imminent departure.

12.3 If a ship is at anchor for longer than 24 hours in the harbor or on the anchorage, the Captain will arrange a (free of charge) link with the shore, unless prevented by special circumstances.

12.4 The Captain determines the departure times from the ship as well as from the shore.

Article 13 Other leave

Special leave

13.1 A Crewmember during leave is at his or her request entitled to the following paid special leave:

- I. 2 days for his or her marriage;
 - II. 1 day for marriage of a child, a brother, sister, brother-in-law or sister-in-law.
- The crewmember shall show proof of being married or attendance of a marriage as mentioned in article 13.1 item I and II.

Compassionate leave

13.2 A Crewmember during leave is at his or her request entitled to the following paid compassionate leave:

- I. 4 days for the death of a partner or one of his or her children;
- II. 2 days for the death of one of the parents or parents-in-law or grandparents;
- III. 1 day for the death of a brother, sister, brother-in-law or sister-in-law.

Care leave

13.3 Palliative leave will be considered and granted according to Dutch Law. If applicable, the Crewmember and Employer together will apply for the right under the Law on Financing Career interruptions in order to finance this leave.

13.4 Maternity leave will be considered and granted according to Dutch Law.

Paternity leave: on the expected date of birth or adoption of a child, the child's father will be granted 10 neutral days of paid leave. These days are to be taken in the period between one (1) month before the expected day of birth or arrival of the child to eleven (11) months after the birth or arrival of the child.

Accumulated leave

13.5. Accumulated leave during sickness will be considered and granted according to Dutch Law.

Leave due to work in enclosed spaces

13.6 For work in enclosed spaces, there will be an additional day of paid leave when working in these spaces for over an hour. Enclosed spaces on board of the ships are fuel tanks, ballast tanks, anchor chain lockers, and void spaces like cofferdams where mechanical de-rusting, cleaning and coating work is required to be undertaken by crew under prior instruction and with permission in writing from the office. During normal maintenance periods such work will be contracted to experienced shore labour contractors, during which period crew are not entitled to any benefits. Cleaning, cement wash and coating of fresh water tanks are not considered to be work in enclosed spaces.

Article 14 Education and Courses

14.1 Upon request, or as assigned by the Employer, a Crewmember can attend an appropriate course or a course organized by the Employer. Time involved in this will be deducted from the accumulated leave, with the exception of attending those courses as required by the Employer or by law, which will be regarded as Neutral Days.

D. Miscellaneous

Article 15 Fumigation

15.1 When the Captain gives the order not to stay onboard for eating and/or sleeping due to fumigation of the ship, the Employer will arrange for food and/or sleeping accommodation on shore.

Article 16 Bedding and Sanitation

16.1 The Employer, in full consultation with the Works Council, will make arrangements on board to provide Crewmembers with bedding, linen and tableware, as well as cleaning of (working) clothes, free of charge.

Article 17 Travel costs

17.1 The Employer bears all travel costs made by Crewmembers to and from the vessel and on the Employer's business.

17.2 The Employer bears all travel costs of Crewmembers asked to attend the office of the Employer.

17.3 The Employer shall only bear the travel costs if a Crewmember's travel fully complies with the Employer's travel policy. This policy will be made available to any Crewmember upon first request.

Article 18 Communication

18.1 Crewmembers can use the following means of communications while on board and if reasonably available (e.g. considering safety, costs, etc.): email, telephone and mail.

18.2 At the discretion of the Captain, Crewmembers will have free access to the phone. Crewmembers will record all personal calls in the telephone log to allow the Radio Operator to calculate communications costs. These costs can be paid in cash on-board or reported in the cashbook and deducted from the Crewmember's monthly wage payment.

Article 19 Health Insurance

19.1 Any Crewmember not insured under Dutch Social Security regulations (AWBZ / Zorgverzekeringswet) will receive an insurance cost contribution from the Employer equal

to the Employer's share of the premium of the comparable compulsory Health Insurance. On the moment this percentage is zero.

Article 20 Short-term disability

20.1 Crewmembers unable to work due to sickness or temporary disability, and insured under Dutch Social Security regulations, will receive 80% of the last earned Monthly Wage (according to the Dutch Sickness Benefits Act) for a maximum period of the first 104 weeks, in accordance with all applicable Dutch laws and regulations.

20.2 Crewmembers not insured under Dutch Social Security regulations will receive 80% of the last earned Monthly Wage for a maximum period of 52 weeks, in accordance with Article 734d Burgerlijk Wetboek (sick pay). The Employer will arrange insurance for these Crewmembers with Vereniging Zeerisico.

Article 21 Long-term disability

21.1 The appropriate Dutch Social Security institution (currently the UWV) will determine whether and to what extent Crewmembers insured under Dutch Social Security regulations are entitled to Disability Benefits after 104 weeks of disability, in accordance with all applicable Dutch laws and regulations.

21.2 To ensure equal treatment and an equal level of insurance for all Crewmembers, any Crewmember not insured under Dutch Social Security regulations will, in the case of an accident, receive the benefits as stated in Article 415 e Burgerlijk Wetboek . In addition to the insurance by Vereniging Zeerisico, the Employer will arrange a private insurance for long-term disability (after 52 weeks) for such Crewmembers. If it is not possible to arrange this private insurance, such Crewmembers will receive an insurance cost contribution from the Employer equal to the Employer's share of the comparable Dutch WIA premium. Such Crewmembers need to arrange personal insurance provisions.

21.3 The benefits and duties as described in this Article 21 shall not in any way influence or affect the duration or ending of the employment agreement, as defined in Article 8 and the BW.

Article 22 War Risk Insurance

22.1 The Employer shall undertake to insure Crewmembers sufficiently against the risk of accident in a war zone or caused by a war situation. The premium for this insurance shall be borne by the Employer. The Employer shall provide any Crewmember with a copy of the regulations upon that Crewmember's request.

Article 23 War Zone Allowance

23.1 As the Employer's vessels do not enter areas of war or comparable circumstances - or does so only in exceptional situations and only with the full and voluntary consent of any Crewmembers so concerned - a Crewmember serving on a ship in a designated war zone area (according to the ships insurer or information of the Dutch Ministry of Foreign Affairs

or the local Dutch Embassy) or in an area where acts of war take place is not entitled to a supplement on the Daily Wages. Full and voluntary sailing in dangerous areas is defined between the Royal Association of Netherlands Shipowners - Koninklijke Vereniging van Nederlandse Reders (KVNR) and Nautilus International. In this text, next to voluntary, timely communication in advance from both sides and travel costs involved for account of employer is emphasized. The actual version is available on the website of Nautilus International www.nautilusint.org.

Article 24: Law on reintegration of labour handicapped

24.1 The Employer will discuss the labour-related consequences of any specific cases that occur with the Crewmember concerned.

Article 25 Certificate of competence

25.1 The Employer will bear 100% of the costs in connection with the obligatory renewal of certificates of competence.

Article 26 Medical examination

26.1 As of 1 January, 2005, the rules on the examination have changed. Only full-integrated medical examinations are being carried out. If the examination is passed the employee will receive one certificate for physical as well for ears and eyes. This certificate will remain valid for two years. The Employer will bear 100% of the costs for obtaining and/or renewing medical certificates.

Article 27 The need for current passport, medical certificate and Certificate of Competence

27.1 It is the primary responsibility of a crew member to keep his passport, medical certificate and Certificate of Competence current. Without these current documents, a crew member can't join a ship. Indefinite contracts will be void. For those crew members employed on an indefinite contract, this will lead to no work and no salary till these documents are current again and there will be a ship to (re)join. No contract will become void / payment won't stop if crew members visa is withdrawn due to Greenpeace actions taken part in. Nor will the article be applicable in cases of force majeure (for example: loss of these documents due to fire or theft)

In order to stream line this process GPI has purchased crew software with the intention that by the end of 2014, crew members can be informed on the expiry date of relevant documents.

Article 28 Termination

28.1 Either party can terminate the employment agreement in writing and with notice of one month. This shall not in any way restrict the rights of the Crewmember and the Employer

as described in Articles 7:669 / 686 BW and in the “Buitengewoon Besluit Arbeidsverhoudingen 1945”.

28.2 The Crewmember will be repatriated in the First Available Port of Disembarkation after the resignation period.

28.3 If a Crewmember resigns while on Active Service, without the agreed notice of one month, or if the Employer terminates the Crewmember's employment on the basis of 7:677 and / or 7:678 BW, the Crewmember shall bear 100% of the costs of repatriation and replacement.

Article 29 Pension

29.1 Employment shall terminate by operation of law and without further notice on the first day of the month on which an employee becomes sixty-five (65) years.

29.2 The Crewmember shall arrange his or her own pension provisions and bears all risks, obligations and rights thereof personally and in full.

29.3 During the duration of this CBA, SGC will investigate if a pension plan for crew members can be introduced. If so, SGC will facilitate, but not financially contribute to crew pension plans. The pension date as determined by Dutch Government, will gradually go up and will be followed in the CBA.

Article 30 Final Payment upon termination

30.1 The Crewmember is entitled to full compensation for unused leave days as referred to in Article 11 upon the date of termination of employment.

30.2 The compensation for each working day or part of it equals the daily wage for that day or part of it.

Article 31 Qualification / letter of reference

31.1 Upon termination of employment Crewmembers have the right to receive a written qualification / letter of reference as referred to in Article 7: 656 BW.

Article 32 Personal effects left behind

32.1 If a Crewmember remains behind on shore, the Captain is obliged to store any of such Crewmember's possessions found on board, following the drawing up of an inventory in the presence of two Crewmembers. The Captain and these two Crewmembers will sign such inventory.

32.2 The Employer shall ensure that the possessions will be made available for collection by the Crewmember concerned, or other party as advised by the Crewmember in a reasonable time. Possessions that have not been claimed within a month after they have been made available will be stored at the expense of the Crewmember concerned.

32.3 The Employer shall be entitled to charge the Crewmember all and any costs incurred for the transport and/or storage of the possessions if it appears to be the fault of the

Crewmember or due to his or her negligence that the Crewmember is left on shore. The Employer can offset these costs against any wages due or other entitlements for leave, overtime etc., taken the law into account.

32.4 Possessions that have not been reclaimed within a year after they have been made available for collection can be either sold or destroyed by the Employer at its own discretion.

32.5 Neither the Employer nor the Captain bears any responsibility for the condition in which the goods are found upon collection.

Article 33 Living conditions on board

33.1 The Employer shall comply with the following documents drafted in the context of the International Labor Organization (ILO), as amended from time to time:

- Convention concerning crew accommodation on board ships (supplementary provisions) 1970;
- Recommendation concerning air condition of crew accommodation and certain other spaces on board ships, 1970
- Recommendation concerning control of harmful noise in crew accommodation and working spaces on ships, 1970;
- Recommendation concerning seafarer's welfare at sea and in port, 1987.

Article 34 Safety

34.1 The Employer and Crewmembers shall promote safety on board. Crewmembers are obliged to follow the safety instructions and procedures issued by or on behalf of the ship owner or the Employer in general and in particular those for safe working practices. Crewmembers shall apply the prescribed safety measures and use the personal means of protection provided. The Employer will discuss safety with the Works Council, according to Dutch Law.

Article 35 Applicable law and Competent Court

35.1 The Collective Labour Agreement, these Regulations and any individual employment agreement entered into between a Crewmember and the Employer, and any dispute arising from any of them shall be subject to Dutch law, and shall initially be submitted to the competent court in Amsterdam.

Article 36 Facilitate payment of Nautilus International membership

36.1 The Employer is willing to facilitate the payment of the contribution of Nautilus International via its administration. The individual Crewmember has the freedom of choice to make use of this facility. Once paid, the membership contribution will be deducted from the salary.

Article 37 Annual meeting Nautilus International / Greenpeace

37.1 Once every year representatives of Nautilus International and Stichting Greenpeace Council will meet to discuss developments.

Article 38 Annual currency conversion rate

38.1 As wages are set out in Euros, it is agreed that the annual currency conversion rate shall be set as per January of that year. This conversion rate shall be determined according to the average Inter-Bank Rate of the previous year.

Appendix 1. Option for extra work for Crewmembers on a permanent contract

Crewmembers employed under a permanent contract before the first CBA came in place, can choose to work extra days in order to keep their annual salary at the same level as before the introduction of the CBA.

The extra work per annum equals 20 days on board, or 40 days in the office or any combination of the two.

Crewmembers with a permanent contract can inform the Employer that they want to work the extra days once per annum.

The Employer will administer the individual choices.

Due to administrative reasons, the Employer will reduce the leave balance by 20 days. If a Crewmember works the full extra 20 days in a year, the balance will be back to zero.

If the Employer provides the extra work, but an individual Crewmember chooses not to make use of the work opportunity, this will mean that the leave balance will remain negative.

If the Crewmember is willing and able to do extra work, but the Employer fails to provide the work, the Crewmember's wages will not be affected.

Employment agreement

The number of crew members holding an indefinite contract is in line with the stipulations of the CBA. Information on the number of crew members on an indefinite contract and those on a one-year contract will be sent to Nautilus.

Appendix 2: Annual salaries in different currencies per 1-1-2014 , cola of 1,5% included

Function Scale B Assistant Cook - Deckhand

			1,3768	1,3677	0,8489	1,6197	1,3280
Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 19.726	€ 20.021	27.565	27.383	16.996	32.429	26.588
1	€ 20.451	€ 20.757	28.579	28.390	17.621	33.621	27.566
2	€ 21.729	€ 22.055	30.366	30.165	18.723	35.723	29.289
3	€ 23.008	€ 23.353	32.152	31.940	19.824	37.825	31.013
4	€ 24.285	€ 24.650	33.938	33.713	20.925	39.925	32.735
5	€ 25.564	€ 25.947	35.724	35.488	22.027	42.027	34.458
6	€ 26.842	€ 27.245	37.511	37.263	23.128	44.129	36.181
7	€ 28.120	€ 28.542	39.296	39.037	24.229	46.229	37.903
8	€ 29.399	€ 29.839	41.083	40.811	25.331	48.331	39.627
9	€ 30.677	€ 31.137	42.870	42.586	26.432	50.433	41.350
10	€ 31.955	€ 32.434	44.655	44.360	27.533	52.533	43.072

Function Scale C Nurse (medic) Asst.Eng - Boat Mechanic Fitter/Welder

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 20.770	€ 21.082	29.025	28.834	17.896	34.146	27.997
1	€ 22.049	€ 22.380	30.812	30.609	18.998	36.248	29.720
2	€ 23.327	€ 23.677	32.599	32.384	20.100	38.350	31.444
3	€ 24.605	€ 24.974	34.384	34.157	21.200	40.450	33.165
4	€ 25.884	€ 26.272	36.171	35.932	22.302	42.552	34.889
5	€ 27.162	€ 27.570	37.958	37.707	23.404	44.654	36.612
6	€ 28.440	€ 28.866	39.743	39.480	24.504	46.755	38.334
7	€ 29.718	€ 30.164	41.530	41.255	25.606	48.857	40.058
8	€ 30.997	€ 31.462	43.316	43.030	26.708	50.958	41.781
9	€ 32.274	€ 32.758	45.102	44.804	27.809	53.059	43.503
10	€ 33.553	€ 34.056	46.888	46.578	28.910	55.161	45.226

Function Scale D Bosun

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 22.369	€ 22.704	31.259	31.052	19.273	36.774	30.151
1	€ 23.647	€ 24.002	33.046	32.827	20.375	38.876	31.874
2	€ 24.925	€ 25.298	34.831	34.601	21.476	40.976	33.596
3	€ 26.203	€ 26.596	36.618	36.376	22.578	43.078	35.320
4	€ 27.482	€ 27.894	38.404	38.151	23.679	45.180	37.043
5	€ 28.759	€ 29.191	40.190	39.924	24.780	47.280	38.765
6	€ 30.038	€ 30.488	41.976	41.699	25.882	49.382	40.489
7	€ 31.316	€ 31.786	43.763	43.474	26.983	51.484	42.212
8	€ 32.594	€ 33.083	45.548	45.247	28.084	53.584	43.934
9	€ 33.872	€ 34.381	47.335	47.022	29.186	55.686	45.657
10	€ 35.150	€ 35.677	49.120	48.796	30.286	57.786	47.379

Function
Scale DD

Cook

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 22.523	€ 22.861	31.475	31.267	19.407	37.028	30.359
1	€ 23.811	€ 24.168	33.274	33.054	20.516	39.144	32.095
2	€ 25.097	€ 25.473	35.072	34.840	21.624	41.259	33.828
3	€ 26.384	€ 26.780	36.871	36.627	22.734	43.376	35.564
4	€ 27.672	€ 28.087	38.670	38.414	23.843	45.492	37.299
5	€ 28.958	€ 29.392	40.467	40.200	24.951	47.607	39.033
6	€ 30.245	€ 30.699	42.266	41.987	26.060	49.723	40.768
7	€ 31.533	€ 32.006	44.066	43.774	27.170	51.840	42.504
8	€ 32.819	€ 33.311	45.863	45.560	28.278	53.954	44.237
9	€ 34.106	€ 34.618	47.662	47.347	29.387	56.071	45.973
10	€ 35.393	€ 35.924	49.460	49.133	30.496	58.186	47.707

Function
Scale E

3/O

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 25.867	€ 26.255	36.147	35.909	22.288	42.525	34.866
1	€ 27.160	€ 27.568	37.955	37.705	23.402	44.652	36.610
2	€ 28.453	€ 28.880	39.762	39.499	24.516	46.777	38.352
3	€ 29.747	€ 30.193	41.570	41.295	25.631	48.904	40.096
4	€ 31.040	€ 31.506	43.378	43.091	26.746	51.030	41.840
5	€ 32.333	€ 32.818	45.184	44.885	27.859	53.155	43.582
6	€ 33.627	€ 34.131	46.992	46.681	28.974	55.282	45.326
7	€ 34.921	€ 35.444	48.800	48.477	30.089	57.409	47.070
8	€ 36.213	€ 36.756	50.606	50.272	31.202	59.534	48.812
9	€ 37.507	€ 38.069	52.414	52.068	32.317	61.661	50.556
10	€ 38.801	€ 39.383	54.222	53.864	33.432	63.788	52.300

Function
Scale EE

3/E -
Elec

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 26.371	€ 26.767	36.853	36.609	22.722	43.354	35.547
1	€ 27.690	€ 28.106	38.696	38.440	23.859	45.523	37.324
2	€ 29.008	€ 29.443	40.538	40.270	24.994	47.689	39.101
3	€ 30.327	€ 30.782	42.381	42.101	26.131	49.858	40.879
4	€ 31.646	€ 32.121	44.224	43.932	27.267	52.026	42.656
5	€ 32.964	€ 33.458	46.066	45.761	28.403	54.193	44.433
6	€ 34.283	€ 34.797	47.909	47.592	29.539	56.361	46.211
7	€ 35.602	€ 36.136	49.752	49.423	30.676	58.529	47.989
8	€ 36.920	€ 37.474	51.594	51.253	31.811	60.696	49.765
9	€ 38.239	€ 38.812	53.437	53.084	32.948	62.864	51.543
10	€ 39.558	€ 40.151	55.280	54.915	34.084	65.033	53.321

Function
Scale F

2/O - Comms Restricted Medical Doctor Electrical Engineer

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 29.100	€ 29.536	40.666	40.397	25.073	47.840	39.224
1	€ 30.394	€ 30.850	42.474	42.193	26.188	49.967	40.968
2	€ 31.687	€ 32.163	44.282	43.989	27.303	52.094	42.712
3	€ 32.980	€ 33.475	46.088	45.783	28.417	54.219	44.454
4	€ 34.274	€ 34.788	47.896	47.579	29.531	56.346	46.198
5	€ 35.566	€ 36.100	49.702	49.374	30.645	58.471	47.941
6	€ 36.860	€ 37.413	51.510	51.170	31.760	60.598	49.684
7	€ 38.154	€ 38.726	53.318	52.966	32.875	62.725	51.428
8	€ 39.446	€ 40.038	55.124	54.760	33.988	64.850	53.171
9	€ 40.740	€ 41.351	56.932	56.556	35.103	66.977	54.914
10	€ 42.034	€ 42.664	58.740	58.352	36.218	69.103	56.658

Function
Scale G

2 Engineer - Chief Officer

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 33.611	€ 34.115	46.970	46.659	28.960	55.256	45.305
1	€ 34.956	€ 35.480	48.849	48.526	30.119	57.467	47.118
2	€ 36.301	€ 36.845	50.728	50.393	31.278	59.678	48.930
3	€ 37.644	€ 38.209	52.606	52.259	32.436	61.887	50.742
4	€ 38.989	€ 39.574	54.486	54.125	33.594	64.098	52.554
5	€ 40.334	€ 40.939	56.365	55.992	34.753	66.309	54.367
6	€ 41.678	€ 42.303	58.243	57.858	35.911	68.518	56.178
7	€ 43.023	€ 43.668	60.122	59.725	37.070	70.729	57.991
8	€ 44.368	€ 45.033	62.001	61.592	38.229	72.940	59.804
9	€ 45.711	€ 46.397	63.879	63.457	39.386	75.149	61.615
10	€ 47.056	€ 47.762	65.759	65.324	40.545	77.360	63.428

Function
Scale GG

Comms GMDSS

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 32.333	€ 32.818	45.184	44.885	27.859	53.155	43.582
1	€ 33.627	€ 34.131	46.992	46.681	28.974	55.282	45.326
2	€ 34.921	€ 35.444	48.800	48.477	30.089	57.409	47.070
3	€ 36.213	€ 36.756	50.606	50.272	31.202	59.534	48.812
4	€ 37.507	€ 38.069	52.414	52.068	32.317	61.661	50.556
5	€ 38.801	€ 39.383	54.222	53.864	33.432	63.788	52.300
6	€ 40.093	€ 40.695	56.028	55.658	34.546	65.913	54.042
7	€ 41.387	€ 42.008	57.836	57.454	35.660	68.040	55.786
8	€ 42.681	€ 43.321	59.644	59.250	36.775	70.167	57.530
9	€ 43.973	€ 44.633	61.451	61.044	37.889	72.292	59.272
10	€ 45.267	€ 45.946	63.258	62.840	39.004	74.419	61.016

**Function
Scale H** **Ch/Eng**

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 36.972	€ 37.527	51.667	51.325	31.856	60.782	49.835
1	€ 38.317	€ 38.892	53.546	53.192	33.015	62.993	51.648
2	€ 39.662	€ 40.257	55.425	55.059	34.174	65.204	53.461
3	€ 41.005	€ 41.620	57.303	56.924	35.332	67.413	55.272
4	€ 42.350	€ 42.985	59.182	58.791	36.490	69.624	57.085
5	€ 43.695	€ 44.350	61.062	60.658	37.649	71.835	58.897
6	€ 45.039	€ 45.714	62.940	62.524	38.807	74.044	60.709
7	€ 46.384	€ 47.079	64.819	64.390	39.966	76.254	62.521
8	€ 47.728	€ 48.444	66.698	66.257	41.124	78.465	64.334
9	€ 49.072	€ 49.808	68.576	68.123	42.282	80.674	66.145
10	€ 50.417	€ 51.173	70.455	69.990	43.441	82.885	67.958

**Function
Scale I** **Captain**

Years	Total 2013 inc. 8,33% holiday pay and 2,8% cola	Total 2014 inc. 8,33% holiday pay and 1,5% cola	Au	Can	GBP	NZ	US
0	€ 41.685	€ 42.310	58.253	57.868	35.917	68.530	56.188
1	€ 43.074	€ 43.720	60.193	59.796	37.114	70.813	58.060
2	€ 44.464	€ 45.131	62.136	61.725	38.311	73.098	59.933
3	€ 45.853	€ 46.541	64.078	63.655	39.509	75.383	61.807
4	€ 47.242	€ 47.951	66.019	65.582	40.705	77.666	63.679
5	€ 48.632	€ 49.362	67.961	67.512	41.903	79.951	65.552
6	€ 50.022	€ 50.772	69.903	69.441	43.101	82.236	67.426
7	€ 51.411	€ 52.182	71.844	71.369	44.297	84.519	69.298
8	€ 52.801	€ 53.593	73.786	73.299	45.495	86.804	71.171
9	€ 54.189	€ 55.002	75.727	75.226	46.691	89.087	73.043
10	€ 55.579	€ 56.413	77.669	77.156	47.889	91.372	74.916

The Monthly salary can be calculated by dividing the annual salary by 12

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APPENDIX 4A

STAFF COST OVERVIEW

Arctic 30 / Arctic Sunrise - Staff involved; Marked - staff specifically or partially assigned to work on release of Arctic Sunrise

Core team	Start	End	Work days	Work %	Effective work days	GPI job name	GPI grade	annual salary at 90%	per day based on 260 working days	Including social security/pension 23%	Working days in EUR
A30 Release Team											
Team leader (FR)	41535		41636 72,14285714	1,4	101	Team Leader xxx	16	57364,84	220,634	271,37982	27409,36182
Minders Coordinator (KM)	41548		41636 62,85714286	1	62,85714286	Operations Coordinator	13	40152,93	154,4343462	189,9542458	11939,98116
Psychological & Medical care (RM)	41548		41636 62,85714286	1	62,85714286	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	13353,5123
Family Liaison	41548		41636 62,85714286	1	62,85714286	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	13353,5123
Cooms Coord	41548		41636 62,85714286	1	62,85714286	Communications Manager	16	57364,84	220,634	271,37982	17058,16011
Logistic Coord	41548		41636 62,85714286	0,4	25,14285714	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	5341,40492
Project Officer	41548		41636 62,85714286	0,25	15,71428571	Events Officer	12	36511,89	140,4303462	172,7293258	2714,317976
A30 Russia Ground Support team											
Ground team leader	41535		41636 72,14285714	1,4	101	Team Leader xxx	16	57364,84	220,634	271,37982	27409,36182
Comms coord	41535		41636 72,14285714	0,6	43,28571429	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	9195,714153
Intl Comms coord	41535		41636 72,14285714	0,6	43,28571429	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	9195,714153
Admin coord	41535		41636 62,85714286	1	62,85714286	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	13353,5123
Duty of care coord	41535		41636 72,14285714	1,8	129,8571429	Communications Manager	16	57364,84	220,634	271,37982	35240,60805
Duty of care ass	41535		41636 72,14285714	1,4	101	Communications Manager	16	57364,84	220,634	271,37982	27409,36182
NOK ground support	41535		41636 72,14285714	1,4	101	Communications Manager	16	57364,84	220,634	271,37982	27409,36182
Logistics	41535		41636 72,14285714	1,8	129,8571429	Accounts Clerk	11	33174,1	127,5926923	156,9390115	20379,65164
Logistics	41535		41636 72,14285714	1,8	129,8571429	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	27587,14246
Legal team	41535		41636 72,14285714	1,8	129,8571429	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	27587,14246
Legal team	41535		41636 72,14285714	1,8	129,8571429	Crew HR & Logistics Co-ordinator	14	44906,49	172,7172692	212,4422412	27587,14246

APPENDIX 4B

STAFF GRADE SPREAD

APRIL 2013

GPI GRADE SPREAD, April 2013

Grade	20	19	18	17	16	15	14	13	12	11	10	9
Positions in grade	Chief Operating Officer International Programme Director Deputy International Programme Director Organisation Director Operations Director Fundraising Director Development Director Communications Director Strategy & Planning Director	Head of Ships	Head of IT Head of PBU Head of Output Head of International Finance General Counsel Issue Unit Head Head of Actions	Deputy Issue Unit Head Head of Campaign Communications Head of Mobilisation & Digital Networking Head of Research Head of HR Facilities and Procurement Manager IT Operations Manager Network Project Leader Global HR Manager International Development Manager Internal Auditor Global Finance Manager International Financial Controller Team Leader – Issues International Fundraising Manager Head of Donor Engagement Head of Donor Acquisition Head of EDO Programme Evaluation Manager	Team Leader Systems and Network Senior Campaigner Senior Political Advisor Senior Business Advisor Senior Int Actions & Logistics Manager Communications Manager Legal Counsel Campaigns & Actions Legal Counsel Organisation Global Training Manager Team Leader Global Support Technical Manager Operations Manager Marine HR manager/crew manager International Fundraising Manager Team Leader – Issues International Fundraising Manager Head of Donor Engagement Head of Donor Acquisition Head of EDO Programme Evaluation Manager	IT Project Manager Campaigner Political Advisor Business Advisor Library and Technical Manager HR Advisor Global HR Advisor Research Coordinator Int Actions & Logistics Manager Systems and Network Engineer Comms Planning Manager Procurement Manager Resource pool coordinator Media Relations Specialist Digital Communications specialist Community Communications Specialist Media Analyst Direct Dialogue Manager Internal Communications Specialist NRO Service Engineer Publications Manager Science Advisor	Support engineer Graphic Designer Graphic Designer Facilities Coordinator Media Analyst Video Producer Relationship Fundraising manager Major Donor & Foundation Advisor New Media Fundraising Advisor Strategy Project Controller HR Officer Junior Media Relations Specialist International Actions & Logistics Co-ordinator Funding Co-ordinator Payroll & HR Administrator Issues Project Coordinator Crew HR & Logistics Co-ordinator HR Transition Co-ordinator HR Global Mobility Co-ordinator	Operations Coordinator Media Technology Coordinator Board Liaison Technical Officer Events Manager Senior Accounts Clerk Executive Assistant Operations Director's Assistant Campaign officer Photo Librarian Fundraising Assistant Development assistant Organisation Director's Assistant Image librarian Programme Director's Assistant Communications Assistant Ship Operations Coordinator Ships Information Coordinator Junior Photo Editor Events Officer	PBU officer Communication Assistant Major Donor & Foundation FR Officer Senior Accounts Clerk Executive Assistant Operations Director's Assistant Campaign officer Photo Librarian Fundraising Assistant Development assistant Organisation Director's Assistant Image librarian Programme Director's Assistant Communications Assistant Ship Operations Coordinator Ships Information Coordinator Junior Photo Editor Events Officer	Ships Unit Support Accounts Clerk	Accounts Assistant	Back office employee Front/back office employee

APPENDIX 4C

**GREENPEACE INTERNATIONAL
STAFF REWARD SCHEME**

2014

Grade	100% norm salary	100% (monthly)	90%	90% (monthly)	80%	80% (monthly)	75%	75% (monthly)
8	€ 28,320.36	€ 2,360.03	€ 25,488.32	€ 2,124.03	€ 22,656.29	€ 1,888.02	€ 21,240.27	€ 1,770.02
9	€ 29,668.92	€ 2,472.41	€ 26,702.03	€ 2,225.17	€ 23,735.14	€ 1,977.93	€ 22,251.69	€ 1,854.31
10	€ 31,536.24	€ 2,628.02	€ 28,382.62	€ 2,365.22	€ 25,228.99	€ 2,102.42	€ 23,652.18	€ 1,971.02
11	€ 34,025.76	€ 2,835.48	€ 30,623.18	€ 2,551.93	€ 27,220.61	€ 2,268.38	€ 25,519.32	€ 2,126.61
12	€ 37,449.24	€ 3,120.77	€ 33,704.32	€ 2,808.69	€ 29,959.39	€ 2,496.62	€ 28,086.93	€ 2,340.58
13	€ 41,183.76	€ 3,431.98	€ 37,065.38	€ 3,088.78	€ 32,947.01	€ 2,745.58	€ 30,887.82	€ 2,573.99
14	€ 46,059.36	€ 3,838.28	€ 41,453.42	€ 3,454.45	€ 36,847.49	€ 3,070.62	€ 34,544.52	€ 2,878.71
15	€ 51,661.20	€ 4,305.10	€ 46,495.08	€ 3,874.59	€ 41,328.96	€ 3,444.08	€ 38,745.90	€ 3,228.83
16	€ 58,819.08	€ 4,901.59	€ 52,937.17	€ 4,411.43	€ 47,055.26	€ 3,921.27	€ 44,114.31	€ 3,676.19
17	€ 67,118.04	€ 5,593.17	€ 60,406.24	€ 5,033.85	€ 53,694.43	€ 4,474.54	€ 50,338.53	€ 4,194.88
18	€ 75,105.72	€ 6,258.81	€ 67,595.15	€ 5,632.93	€ 60,084.58	€ 5,007.05	€ 56,329.29	€ 4,694.11
19	€ 84,131.04	€ 7,010.92	€ 75,717.94	€ 6,309.83	€ 67,304.83	€ 5,608.74	€ 63,098.28	€ 5,258.19
20	€ 94,297.20	€ 7,858.10	€ 84,867.48	€ 7,072.29	€ 75,437.76	€ 6,286.48	€ 70,722.90	€ 5,893.58

75% - 79.9% of norm salary: 6% on previous year's base salary

80% - 89.9% of norm salary: 4.5% on previous year's base salary

90% - 100% of norm salary: 2.5% on previous year's base salary (with the exception that the final increment only goes to 100%)

REWARD SCHEME
(incl. 1.5% cola)

2014
ANNUAL IN EURO
INCLUDING HOLIDAY PAY

Grade	100% norm salary	100% monthly	90%	90% Monthly	80%	80% monthly	75%	75% monthly
8	€ 30,679.45	€ 2,556.62	€ 27,611.50	€ 2,300.96	€ 24,543.56	€ 2,045.30	€ 23,009.58	€ 1,917.47
9	€ 32,140.34	€ 2,678.36	€ 28,926.31	€ 2,410.53	€ 25,712.27	€ 2,142.69	€ 24,105.26	€ 2,008.77
10	€ 34,163.21	€ 2,846.93	€ 30,746.89	€ 2,562.24	€ 27,330.57	€ 2,277.55	€ 25,622.41	€ 2,135.20
11	€ 36,860.11	€ 3,071.68	€ 33,174.10	€ 2,764.51	€ 29,488.08	€ 2,457.34	€ 27,645.08	€ 2,303.76
12	€ 40,568.76	€ 3,380.73	€ 36,511.89	€ 3,042.66	€ 32,455.01	€ 2,704.58	€ 30,426.57	€ 2,535.55
13	€ 44,614.37	€ 3,717.86	€ 40,152.93	€ 3,346.08	€ 35,691.49	€ 2,974.29	€ 33,460.78	€ 2,788.40
14	€ 49,896.10	€ 4,158.01	€ 44,906.49	€ 3,742.21	€ 39,916.88	€ 3,326.41	€ 37,422.08	€ 3,118.51
15	€ 55,964.58	€ 4,663.71	€ 50,368.12	€ 4,197.34	€ 44,771.66	€ 3,730.97	€ 41,973.43	€ 3,497.79
16	€ 63,718.71	€ 5,309.89	€ 57,346.84	€ 4,778.90	€ 50,974.97	€ 4,247.91	€ 47,789.03	€ 3,982.42
17	€ 72,708.97	€ 6,059.08	€ 65,438.08	€ 5,453.17	€ 58,167.18	€ 4,847.26	€ 54,531.73	€ 4,544.31
18	€ 81,362.03	€ 6,780.17	€ 73,225.82	€ 6,102.15	€ 65,089.62	€ 5,424.14	€ 61,021.52	€ 5,085.13
19	€ 91,139.16	€ 7,594.93	€ 82,025.24	€ 6,835.44	€ 72,911.32	€ 6,075.94	€ 68,354.37	€ 5,696.20
20	€ 102,152.16	€ 8,512.68	€ 91,936.94	€ 7,661.41	€ 81,721.73	€ 6,810.14	€ 76,614.12	€ 6,384.51

75% - 79.9% of norm salary: 6% on previous year's base salary

80% - 89.9% of norm salary: 4.5% on previous year's base salary

90% - 100% of norm salary: 2.5% on previous year's base salary (with the exception that the final increment only goes to 100%)

APPENDIX 5

STATEMENT ON FUEL AND VICTUAL LOSS

FUELS AND VICTUAL LOSSES

Marine Gas Oil	EUR 31,826.-
Lub oil	EUR 5,752.-
Victual	EUR 15,556.-

TOTAL	EUR 53,134.-

Marine Gas Oil (MGO)

On the 19th of September 2013, 243.4 m3 MOG was on board of the vessel

On the 28th of June 2014, 191m3 MOG was on board (according to the ship condition survey of the Murmansk P&I agency, page 16).

52.4 m3 is lost, which translates to USD 41945.00 / EUR 31826

(Annex: invoice of MGO with price per m3).

Lub oil

On the 19th of September 2013, 3358 liters was on board of the vessel.

On the 28th of June 2014, 2100 liters was on board of the vessel. (according to the ship condition survey of the Murmansk P&I agency, page 16).

At the original price of USD/ 100 liters= 606.5, 1258 liters lost translates to USD 7581.25 / EUR 5752

(Annex: price list)

Victual

All the victual that was still on board had to be thrown away as it was no longer usable at sea. This amounts to EUR 15556.

(Annex: Arctic Sunrise victual report august 2013).

B

**GEFO
GESELLSCHAFT
FÜR
OELTRANSPORTE
M.B.H.**



Gefo Gesellschaft für Öltransporte m b H
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Kurze Mühren 2
20095 Hamburg
P.O. Box 10 23 45
D-20016 Hamburg
Telephone: +49-40-30 10 50
Telefax: +49-40-30 10 5-161
E-Mail: bunkers.1@gefo.com
VAT No. DE 118 512502
EORI No. DE 3614182

ARCTIC SUNRISE
and/or Master and/or Owner and/or Charterer and/or Operator and/or
Greenpeace International / Stichting Greenpeace Council
Otto Heldringstraat 5
NL - 1066 AZ Amsterdam

INVOICE NO. : B13 07150 / 07161 SM

DATE : 25. Jul. 2013

Delivery ARCTIC SUNRISE
at Amsterdam Port
on 23.07.2013

DEBIT :

TO :

- 1. 185,713 mtons of MGO/DMA 0,1%
At USD 919,00 pmted by barge

USD 170.670,25

USD 170.670,25

e. + o.e.

Our Niederlande VAT No.: NL802778094B01
0% VAT, BECAUSE OF TABLE II, POST A.4 DUTCH VAT-LAW

Bunker Receipts enclosed.

Any extras/overtime, etc. if any, will be debited separately.

PAYABLE LATEST VALUE 22. Aug. 13 WITHOUT COUNTERCLAIM OR SETOFF TO :

Bankhaus Hermann Lampe KG, Hamburg
in favour of GEFO Hamburg -swiftcode LAMPDEDDXXX
account no. 1 000 9 333 25. IBAN: DE02480201511000933325

Kindly instruct your bankers to send a key-tested telex directly to Bankhaus Hermann Lampe,
Hamburg - tlx no 2161704 stating amount and value-date, latest 2 working days prior to due-date.

Interest 1,5% per month / rate are applicable on overdue

Steuernummer 48/724/01127

All contracts, agreements, deliveries and services of all kinds are
based upon our General Conditions of Sale and Delivery (p t.o.)

Register of Companies: Hamburg HRB 9605

Director Ulf Loose
Sven Schwarz
Eberhard von Georg

C

CASTROL MARINE

LUBRICANTS BASE PRICE LIST JUNE 2012

	BULK US\$/100 LTRS	DRUM US\$/100 LTRS	SMALL PACK US\$/100 LTRS
GROUP 1 - CROSSHEAD ENGINES CYLINDER OIL 70 BN			
Castrol Cyltech 70	601.90	636.90	
GROUP 2 - CROSSHEAD ENGINES CYLINDER OIL 50 BN			
Castrol Cyltech 50S	601.90	636.90	
GROUP 3 - CROSSHEAD ENGINES SPECIALIST CYLINDER OIL			
Castrol Cyltech 40SX	660.50	695.50	
GROUP 13 - CROSSHEAD ENGINES CYLINDER OIL 80 BN			
Castrol Cyltech 80 AW	621.70	656.70	
GROUP 4 - CROSSHEAD ENGINES SYSTEM OIL			
Castrol CDX 30	517.50	552.50	
GROUP 5 - TRUNK PISTON ENGINE HEAVY DUTY OILS (BN ≥ 20)			
Castrol TLX Plus 200 Range	594.10	629.10	
Castrol TLX Plus 300 Range	598.90	633.90	
Castrol TLX Plus 400 Range	606.70	641.70	
Castrol TLX Plus 504	629.50	664.50	
GROUP 6 - TRUNK PISTON ENGINE HEAVY DUTY OILS (BN < 20)			
Castrol MHP Range	571.50	606.50	
G	(OTHERS)		
Arctic Sunrise	77.30	1612.30	1647.30
Lub. oil	29.50	664.50	699.50
	17.50	652.50	687.50
G	BINE OILS		
H			
MHP 154	41.10	976.10	1011.10
G			
\$ 606.50 / 100 Ltr	32.30	967.30	1002.30
	54.50	1189.50	1224.50
H			
	55.30	890.30	925.30
TURBINE OILS			
Castrol Perfecto T Range	855.30	890.30	925.30

D

M/Y Arctic Sunrise

VICTUALLING REPORT FOR 31-Aug-13

<u>PLACE</u>	<u>DATE</u>	<u>CURRENCY</u>	<u>RATE</u>	<u>€</u>	<u>Euro</u>
STOCK REMAINING ONBOARD FROM PREVIOUS MONTH					22808,04
[ADD SUPPLIES TAKEN]					
Kirkunes ,Norway	1st to 19th aug	euro	1,00000	692,53	
Kirkenes,Norway	20th of aug	euro	1,00000	349,67	
TOTAL SUPPLIES TAKEN					1042,20
TOTAL STOCK FOR THE MONTH					23850,24
DEDUCT STOCK ONBOARD (ATTACH INVENTORY WITH PRICES)					10085,26
TOTAL MONTHLY CONSUMPTION					13764,98

EXPLANATION TO TOTAL CONSUMED ABOVE

	<u>FULL DAYS</u>
CREW MEMEBERS (DAYS, ACCORDING TO WOB LIST)	805
EXTRA DAYS FOR NON-CREW	59
OTHER CONSUMPTION, ETC- PLEASE INDICATE BELOW	
<u>VOLUNTEER</u>	32
TOTAL DAYS	896

$\frac{\text{MONTHLY CONSUMPTION}}{\text{TOTAL DAYS}}$	= COST P.D.	15,36
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APPENDIX 6

**FUEL COSTS OF THE RETURN VOYAGE
JULY-AUGUST 2014**

**Fuel costs of Arctic Sunrise return voyage
from Murmansk to Amsterdam
in July – August 2014**

Fuel costs incurred:

- MGO fuel:

37.59 metric tonnes (mts) used

(191 cbm - 147.3cbm) x 0.86 (standard gravity of fuel)

37.59 mts x USD 930.78/mt = USD 34,988.02

- Lub oil:

2900 liters-2790 liters= 110 liters used.

110 liters x USD 606.5/100 liters = USD 667,15

Total USD 35,655 = **EUR 27,543**

APPENDIX 7A

**LOSS OF HIRE COSTS
SEPTEMBER 2013-SEPTEMBER 2014**

Loss of hire of Arctic Sunrise

17 September 2013 – 27 September 2014

I. In the period of detention in Murmansk

17 September – 31 December 2013

102 days * 739,000*/365 = EUR 206,515

1 January – 6 June 2014

168 days * 800,000**/365 = EUR 368,219

II. In the period after release of the ship until return in the Netherlands

7 June – 9 August 2014

47 days * 800,000**/365 = EUR 103,024

III. In the period of repairs etc, from arrival in the Netherlands until resuming operations

10 August – 27 September 2014

41 days * 800,000**/365 = EUR 89,872

Total loss of hire: EUR 767,630

* Charter fee 2013: EUR 739.000 p.a.
see annex 7b, charter agreement page 2 box 20, annex 7c, fee adjustment
note dated 30 July 2014)

** Charter fee 2014: EUR 800.000 p.a.
see annex 7d: charter agreement page 2 box 20

APPENDIX 7B

CHARTER AGREEMENT

STICHTING PHOENIX

AND

STICHTING GREENPEACE COUNCIL

ARCTIC SUNRISE

2013

Charter Agreement
between
Stichting Phoenix
and
**Stichting Greenpeace
Council**

Arctic Sunrise
2013

23. Place of payment. Also state beneficiary and Bank Account Amsterdam, Stichting Phoenix	24. Bank Guarantee / Bond (sum and place) if any none
25. Mortgage(s) if any, Deed(s) of Covenant and name of Mortgagee(s) / Place of Business Stichting Theseus	26. Insurance (marine and war risks) State value (Cl 10) EUR 2,000,000
27. Additional Insurance Cover, if any, for Owner's Account limited to Cl 10 none	28. Additional Insurance Cover, if any, for Charterer's Account limited to Cl. 10 none
29. Latent Defect Period (only to be filled in if period other than stated in Cl. 2) N/A	30. War cancellation (indicate countries agreed) none
31. Brokerage Commission and to whom payable, if applicable none	32. Law and Arbitration (if modify Cl. 21) N/A
33. Number of Additional Clauses Covering Special Provisions (if any) none	

PREAMBLE. It is mutually agreed that this contract shall be performed subject to the conditions contained in this Charter Agreement (the "**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. The signatories below warrant that they have power to bind the Party on whose behalf they sign and warrant that the Party has the power to enter into this Charter.

Signature of Owner

By 
Barend Jan van Spaendonck, Director

Date 31-12-2012

Signature of Charterer

By 
Ulrich von Eitzen, Operations Director

Date 31.12.2012

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

- the "Owner" shall mean the person, company or other legal entity registered as Owner of the Vessel and shown in Box 2;
- the "Charterer" shall mean the Bareboat Charterer, as shown in Box 4.

2. Delivery

- 2.1 The "Vessel", as named in Box 5, shall be delivered and taken over by the Charterer at the port or place indicated in Box 13, in such ready berth as the Charterer may direct.
- 2.2 The Owner shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be properly documented at time of delivery.
- 2.3 The delivery to the Charterer of the Vessel, and the taking over of the Vessel by the Charterer, shall constitute a full performance by the Owner of all the Owner's obligations under Clause 2, and thereafter the Charterer shall not be entitled to make or assert any claim against the Owner on account of any conditions, representations or warranties expressed or implied with respect to the Vessel, but the Owner shall be responsible for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under the Charter, provided such defects have manifested themselves within 18 (eighteen) months after delivery unless otherwise provided in Box 29.

3. Time of Delivery

- 3.1 The Vessel shall not be delivered before the date indicated in Box 14 unless with the Charterer's consent.
- 3.2 Unless otherwise agreed in Box 17, the Owner shall give the Charterer not less than 14 (fourteen) days' definite notice of the date on which the Vessel is expected to be ready for delivery.
- 3.3 The Owner shall keep the Charterer closely advised of possible changes in the Vessel's position.

4. Cancelling

- 4.1 Should the Vessel not be delivered at the latest by the cancelling date indicated in Box 15, the Charterer shall have the option of cancelling this Charter without prejudice to any claim the Charterer may otherwise have on the Owner under the Charter.
- 4.2 If it appears that the Vessel will be delayed beyond the cancelling date, the Owner shall, as soon as it is in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterer asking whether it will exercise its option of cancelling, and the option must then be declared within 188 (one hundred and eighty- eight) hours of the receipt by the Charterer of such notice. If the Charterer does not then exercise its option of cancelling, the seventh day after the readiness date stated in the Owner's notice shall be regarded as a new cancelling date for the purpose of this Clause. In the event the Charterer cancels the Charter, it shall terminate at terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter.

5. Operating Limits

- 5.1 Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterer and the Owner shall assist, if necessary, in every way possible to secure such Permission and licences.
- 5.2 The Vessel shall be employed in lawful voyages and operations within the limits indicated in Box 19. The Charterer undertakes not to employ the Vessel or suffer the Vessel to be employed other than in conformity with the terms of the instruments of Insurance (including any warranties expressed or implied therein) 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.
- 5.3 Unless parties agree to this explicitly, the Vessel shall not be required to enter or remain in any place where fever or epidemics are prevalent or in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able to safely enter or remain in the port of area or to depart.
- 5.4 The Owner may terminate this Charter forthwith by giving notice to the Charterer if the Owner considers that the chartering of the Vessel by the Charterer might or will result, or has resulted, in legal proceedings being, or having been, taken in respect of the Vessel and/or against the Owner and/or the Charterer and/or any of the foregoing's employees and/or agents with respect to or relating to the Vessel, its operations or this Charter. If the Owner so terminates this Charter, the Charterer will have no right of action against the Owner whatsoever in respect of such termination.
- 5.5 The Charterer undertakes not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or is carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation. Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owner's prior approval has been obtained to loading thereof.

6. Surveys and Inspection

- 6.1 The Owner and Charterer may each appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of delivery and redelivery hereunder. The Owner shall bear all expenses of the on-survey, including loss of time, if any, and the Charterer shall bear all expenses of the off-survey including loss of time, if any, at the rate of hire per day or pro rata, also including in each case the cost of any docking and undocking, if required, in connection herewith.
- 6.2 The Owner shall have the right at any time to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on its behalf to ascertain the condition of the Vessel and satisfy itself that the Vessel is being properly repaired and maintained.
- 6.3 Inspection or survey in dry-dock shall be made only when the Vessel shall be in dry-dock for the Charterer's purpose. However, the Owner shall have the right to require the Vessel to be dry-docked for inspection if the Charterer is not docking her at normal classification intervals.

- 6.4 The fees for such inspection or survey shall be payable by the Owner as will be repairs or maintenance required in order to achieve the condition so provided. All time taken in respect of inspection, survey or repairs shall count as time on hire and shall form part of the Charter period.
- 6.5 The Charterer shall also permit the Owner to inspect the Vessel's log books whenever requested and shall whenever required by the Owner furnish it with full information regarding any casualties or other accidents or damage to the Vessel.

7. Inventories and Consumable Oil and Stores

- 7.1 A complete inventory of the Vessel's entire equipment, outfit, appliances and of all consumable stores on board the Vessel shall be made by the Charterer in conjunction with the Owner on delivery and again on redelivery of the Vessel. The Charterer and the Owner, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, water and unbroached provisions, paints, oils, ropes and other consumable stores in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively.

8. Maintenance and Operation

- 8.1 During the Charter period, the Vessel shall be in the full possession, and at the absolute disposal for all purposes, of the Charterer and under complete control in every respect. The Charterer shall maintain and keep the Vessel, her machinery, gear – including cranes and winches if any – boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as otherwise provided for, it shall keep the Vessel with unexpired classification of the class intended in Box 10 and with other required certificates in force at all times.
- 8.2 The Charterer shall have the use of all outfit, equipment and appliances on board the Vessel at the time of delivery, provided the same or their substantive equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterer shall from time to time during the Charter period replace such items of equipment as shall be so damaged or worn as to be unfit for use.
- 8.3 The Charterer shall make no significant structural changes in the Vessel or changes in the machinery, boilers, appurtenances, additional equipment or spare parts thereof without in each instance first securing the Owner's approval thereof. If the Owner so agrees, the Owner shall pay for these changes, but the Charterer shall, if the Owner so requires, restore the Vessel to its former condition before the termination of the Charter.
- 8.4 The Charterer shall take immediate steps to have the necessary repairs done within a reasonable time, failing which the Owner shall have the right of withdrawing the Vessel from the service of the Charterer without noting any protest and without prejudice to any claim the Owner may otherwise have against the Charterer under the Charter. The Charterer, at the expense of the Owner, is to procure that all repairs or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterer has the right to fit additional equipment at its expense and risk but the Charterer shall remove such equipment at the end of the period if requested by the Owner.
- 8.5 Any equipment including radio equipment on hire on the Vessel at the time of delivery shall be kept and maintained by the Charterer and the Charterer shall assume the obligations and liabilities of the Owner under any lease contracts in connection therewith. The Owner shall bear all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

- 8.6 Unless agreed differently, in the event of any improvement, structural changes or expensive new equipment being necessary for the continued operation of the Vessel by reason of new class requirement or by compulsory legislation, the costs thereof will be borne by Owner.
- 8.7 The Charterer is required to establish and maintain financial security or responsibility in respect of oil or other pollution damage as required by any government, including Federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterer shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterer's sole expense and the Charterer shall indemnify the Owner against all consequences whatsoever (including loss of time) for any failure or inability to do so.
- 8.8 The Charterer shall at its own expense and by its own procurement man, victual, navigate, operate, supply, fuel and repair the Vessel whenever required during the Charter period and it shall pay all charges and expenses of any kind and nature whatsoever incidental to its use and operation of the Vessel under this Charter, including any foreign general municipality and/or state taxes.
- 8.9 During the currency of this Charter, the Vessel shall retain her present name as indicated in Box 5 and shall remain under and fly the flag as indicated in Box 5.
- 8.10 The Charterer shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than that agreed in Box 18. All costs of such a dry-dock shall be born by Owner, unless specifically agreed differently.
- 8.11 The Charterer, and any subsequent sub-charterer of the Charterer, is herein authorised by the Owner to paint any text, logo, design or motif on the Vessel (for which, in the case of copyright or trademark protection, it is the intellectual property owner or authorised licensee), and further provided that such text, logo, design or motif does not conflict with the stated aims, goals or objectives of either the Owner or the Charterer and/or sub-charterer, and further provided that all and any such text, logo, design or motif is removed and the ship's paintwork and bodywork are restored to its original, or otherwise satisfactory to the Owner, condition upon redelivery.

9. Hire

- 9.1 The Charterer shall pay the Owner hire per month or, pro rata, for any part of a month, from the time the Vessel is delivered to Charterer until her redelivery to the Owner at the annual rate stated in Box 20.
- 9.2 Payment of the Hire shall be made in cash without discount every month in advance, on the first day of each month, in the currency and in the manner indicated in Box 22 and in the place mentioned in Box 23.
- 9.3 Payment of the Hire for the first and last month's Hire, if less than a full month, shall be calculated proportionally according to the number of days in the particular calendar month and advance payment shall be effected accordingly.
- 9.4 Should the Vessel be lost or missing, the Hire shall cease from the date and time when she was lost or last heard of. Any Hire paid in advance shall be adjusted accordingly.
- 9.5 Time shall be of the essence in relation to payment of the Hire hereunder. In default of payment beyond a period of 10 (ten) days, and after service of notice to rectify any arrears within a further period of 10 (ten) days and in the case of default of said notice, the Owner shall have the right to withdraw the Vessel from the service of the Charterer without noting any protest and without interference without any court or any formality whatever, and shall, without prejudice to any other claim the Owner may otherwise have against the Charterer under the Charter, be entitled to damages in respect of all costs and losses incurred as a result of the Charterer default and the ensuing withdrawal of the Vessel.

- 9.6 Any delay in payment of the Hire shall entitle the Owner to an interest at the rate per annum as agreed in Box 21. If Box 21 has not been filled in the current market rate in the country where the Owner has its Principal place of Business shall apply.

10. Insurance and Repairs

- 10.1 During the Charter period the Vessel shall be kept insured by the Owner at its expense against marine, war and protection and indemnity ("P and I") risks. Such marine, war and P and I Insurances shall be arranged by the Owner and the Owner shall be at liberty to protect under such insurances the interest of any managers it may appoint. All insurance policies shall be in the joint names of the Owner and the Charterer as their interest may appear.
- 10.2 If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount of each party set out in Box 27 and Box 28, respectively. The Owner or the Charterer 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 insure of any such required insurance in any case where the consent of such insurers is necessary.
- 10.3 Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under Clause 10.1 above, all insurance payments for such loss shall be paid to the Mortgagee, if any, in the manner described in the Deed(s) of Covenant, who shall distribute the moneys between themselves, the Owner and the Charterer according to their respective interests. The Charterer undertakes to notify the Owner and the Mortgagee, if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.
- 10.4 If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Charterer in accordance with Clause 10.1 above, this Charter shall terminate as of the date of such loss.
- 10.5 The Owner shall, upon the request of the Charterer, promptly execute such documents as may be required to enable the Charterer to abandon the Vessel to insurers and claim a constructive total loss.
- 10.6 In view of insurance coverage against marine and war risks under the provision of sub-Clause 10.1 above, the value of the Vessel is the sum indicated in Box 26.

11. Mortgage

- 11.1 The Vessel chartered under this Charter is financed by a mortgage. The Charterer undertakes to have acquainted itself with all terms, conditions and provisions thereof and of the Deed(s) of Covenant (DoC). The Charterer undertakes that insurances, repairs, maintenance, etc. of the Vessel, as laid down in the DoC or as may be directed during the currency of the Charter by the Mortgagee(s), will be in conformity with the Deed(s) of Covenant and that the Charterer will comply with all such instructions or directions in regard to the employment.

12. Notices

- 12.1 All notices sent under this Charter shall be sent by registered mail to the address listed in Part I hereof or to any other address notified to the other party.

13. Redelivery

- 13.1 The Charterer shall at the expiration of the Charter period redeliver the Vessel at a safe and ice-free port or place as indicated in Box 16. The Charterer shall give the Owner not less than 30 (thirty) days' preliminary and not less than 14 (fourteen) days' definite

notice of expected date, range of ports of redelivery. Any changes thereafter in Vessel's position shall be notified immediately to the Owner.

- 13.2 Should the Vessel be ordered on a voyage by which the Charter period may be exceeded, the Charterer shall have the use of the Vessel to enable them to complete the voyage, provided it can be reasonably calculated that the voyage shall allow redelivery around and about the time fixed for the termination of the Charter.
- 13.3 The Vessel shall be redelivered to the Owner 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. The Vessel upon redelivery shall have her survey cycles up to date and class certificated valid for at least the number of months agreed in Box 12.

14. Lien, Non-Lien and Indemnity

- 14.1 The Owner shall have a lien upon all cargoes and sub-freights belonging to the Charterer and any Bill of Lading freight for all claims under this Charter, and the Charterer shall have a lien on the Vessel for all moneys paid in advance and not summed.
- 14.2 The Charterer will not suffer, nor permit to be continued, any loan or encumbrance incurred by it or its agents, which might have priority over the title and interest of the Owner in the Vessel.
- 14.3 The Charterer further agrees to keep so fastened during the Charter period the notice reading as follows:- *This Vessel is the property of Stichting Phoenix. It is under charter to Stichting Greenpeace Council and by the terms of the Charter Party neither the Charterer nor the Master have any right, Power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever.*
- 14.4 The Charterer shall indemnify and hold the Owner harmless against any lien of whatsoever nature arising upon the Vessel during the Charter period while under the control of the Charterer and against any claims against the Owner arising out of or in relation to the operation of the Vessel by the Charterer.
- 14.5 Should the Vessel be arrested by reason of claim of liens arising out of her operation hereunder by the Charterer, the Charterer shall at its own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at its own expense put up bail to secure release of the Vessel.

15. Salvage

- 15.1 All salvage and stowage performed by the Vessel shall be for the Charterer's benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterer.
- 15.2 In the event of the Vessel becoming a wreck or obstruction to navigation the Charterer shall indemnify the Owner against any sums whatsoever which the Owner shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

16. General Average

- 16.1 General Average, if any, shall be adjusted according to the York- Antwerp Rules 1974 or any subsequent modification thereof current at the time of the casualty. The Hire shall not contribute to the General Average.

17. Charter Period

- 17.1 The Charter Period shall be that specified in Box 19, commencing and terminating on the dates specified therein.

- 17.2 At termination this Charter shall automatically be renewed for the further period, if any, specified in Box 19 unless either party notifies the other by registered letter sent at least 30 (thirty) days prior to termination of a contrary intention. It is expressly understood and agreed that any such notice of non-renewal shall be given only in good faith.

18. Requisition / Acquisition

- 18.1 In the event of the requisition for hire of the Vessel by any governmental or other competent authority (a "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, the Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterer 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 Owner shall be payable to the Charterer during the remainder of the Charter period or the period of the Requisition for Hire whichever be the shorter. The Hire under this Charter shall be payable to the Owner from the same time as the Requisition Hire is payable to the Charterer.
- 18.2 In the event of the Owner being deprived of its ownership in the Vessel by any compulsory acquisition of the Vessel or requisition for this by any governmental or other competent authority (a "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, the Hire shall be considered as earned and to be paid up to the date and time of such Compulsory Acquisition.

19. War

- 19.1 The Vessel shall not, unless the consent of the Owner be obtained first, be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened war, act of war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or ruler.
- 19.2 The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.
- 19.3 In the event of outbreak of war (whether there be a declaration of war or not) between any two or more of the countries as stated in Box 30, both the Owner and the Charterer shall have the right to cancel this Charter, whereupon the Charterer shall redeliver the Vessel to the Owner in accordance with Clause 13. If she 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 Owner, or if she has no cargo on board, at the port at which she then is or if at sea at a near open and safe port as directed by the Owner. In all cases Hire shall continue to be paid in accordance with Clause 9 and except as aforesaid all other provisions of this Charter shall apply until redelivery.

20. Liability and Force Majeure

- 20.1 In addition to anything else contained in this Charter Agreement and given that such an event, loss, damage, liability, personal injury or death is not for any reason covered by the insurance as set out in Clause 10, the Owner shall not be responsible for loss of, or damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried out by the Vessel or her tow, the property of the Charterer, its sub-charterers, contractors or sub-contractors, or for personal injury or death of the employees of the Charterer or of their contractors or sub-contractors, or of anyone on board anything towed by the Vessel, arising out of or in any way connected to the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused, wholly or partially by the unseaworthiness of any vessel; and the Charterer shall indemnify, protect and hold harmless the owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.
- 20.2 Neither the Owner nor the Charterer shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, action of the elements, epidemics, revolution or civil strike, piracy, hostile action, terrorism and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.
- 20.3 Article 8:360 of the Dutch Civil Code is excluded. Furthermore, and in addition to clauses 14.4 and 20 of the Charter Agreement, the Owner shall never be liable for any damages arising from any tort committed by the Charterer. If any such liability should be established judicially, the Charterer shall fully indemnify the Owner for any related damages.

21. Law and Arbitration

- 21.1 The law of The Netherlands shall govern this Charter. Any dispute arising out of this Charter that cannot be amicably resolved shall be submitted to the competent court in The Netherlands. If both parties agree to arbitration in writing, a dispute can be referred to arbitration, with then discussing and agreeing on the terms and conditions of the arbitration.

APPENDIX 7C

CHARTER AGREEMENT

STICHTING PHOENIX

AND

STICHTING GREENPEACE COUNCIL

ARCTIC SUNRISE

2013

ADJUSTMENT LETTER



stichting phoenix

Dorpsstraat 3
1151 AC Broek in Waterland
The Netherlands
Telephone: +31 20 403 3522
Fax: +31 20 403 1166
K.v.K.Reg: 41208425

Stichting Greenpeace Council
Ottho Heldringstraat 5
1066 AZ AMSTERDAM

Amsterdam, 30 July 2014

**CHARTER AGREEMENTS BETWEEN STICHTING PHOENIX AND
STICHTING GREENPEACE COUNCIL**

To the Board of Stichting Greenpeace Council,

Please be advised that Stichting Phoenix, as owner of the vessels *Arctic Sunrise* and *Esperanza*, has resolved to reduce the Charter Fees charged to you in the Charter Agreements relating to each of the vessels in the year 2012.

The new Charter Fees for this year will be as follows:

Esperanza	€ 745,000 per annum (-/- € 1,055,000)
Arctic Sunrise	€ 655,000 per annum (-/- € 545,000)

This adjustment in fees is to reflect the reduced costs of chartering the vessels under a bareboat chartering arrangement. It is understood that Stichting Greenpeace Council has provided for all crew, equipment and related services itself during this period.

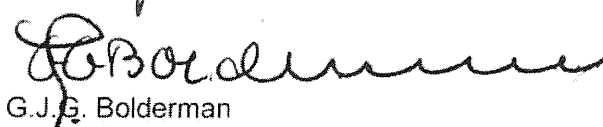
We will settle all accounts accordingly.

Trusting to have advised you fully.

With kind regards,
Stichting Phoenix



B.J.R.M. van Spaendonck



G.J.G. Bolderman

APPENDIX 7D

CHARTER AGREEMENT

STICHTING PHOENIX

AND

STICHTING GREENPEACE COUNCIL

ARCTIC SUNRISE

2014

Charter Agreement
between
Stichting Phoenix
and
**Stichting Greenpeace
Council**

Arctic Sunrise
2014


23. Place of payment. Also state beneficiary and Bank Account Amsterdam, Stichting Phoenix	24. Bank Guarantee / Bond (sum and place) if any none
25. Mortgage(s) if any, Deed(s) of Covenant and name of Mortgagee(s) / Place of Business Stichting Theseus	26. Insurance (marine and war risks) State value (Cl 10) EUR 2,000,000
27. Additional Insurance Cover, if any, for Owner's Account limited to Cl 10 none	28. Additional Insurance Cover, if any, for Charterer's Account limited to Cl. 10 none
29. Latent Defect Period (only to be filled in if period other than stated in Cl. 2) N/A	30. War cancellation (indicate countries agreed) none
31. Brokerage Commission and to whom payable, if applicable none	32. Law and Arbitration (if modify Cl. 21) N/A
33. Number of Additional Clauses Covering Special Provisions (if any) none	

PREAMBLE. It is mutually agreed that this contract shall be performed subject to the conditions contained in this Charter Agreement (the "**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. The signatories below warrant that they have power to bind the Party on whose behalf they sign and warrant that the Party has the power to enter into this Charter.

Signature of Owner

By 
Barend Jan van Spaendonck, Director

Signature of Charterer

By 
Sarah Burton, Director of Programme (LONDON)
Date 20/1/14

By 
Gerrit-Jan Bolderman, Director

Date 24 December 2013

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

- the "Owner" shall mean the person, company or other legal entity registered as Owner of the Vessel and shown in Box 2;
- the "Charterer" shall mean the Bareboat Charterer, as shown in Box 4.

2. Delivery

- 2.1 The "Vessel", as named in Box 5, shall be delivered and taken over by the Charterer at the port or place indicated in Box 13, in such ready berth as the Charterer may direct.
- 2.2 The Owner shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be properly documented at time of delivery.
- 2.3 The delivery to the Charterer of the Vessel, and the taking over of the Vessel by the Charterer, shall constitute a full performance by the Owner of all the Owner's obligations under Clause 2, and thereafter the Charterer shall not be entitled to make or assert any claim against the Owner on account of any conditions, representations or warranties expressed or implied with respect to the Vessel, but the Owner shall be responsible for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under the Charter, provided such defects have manifested themselves within 18 (eighteen) months after delivery unless otherwise provided in Box 29.

3. Time of Delivery

- 3.1 The Vessel shall not be delivered before the date indicated in Box 14 unless with the Charterer's consent.
- 3.2 Unless otherwise agreed in Box 17, the Owner shall give the Charterer not less than 14 (fourteen) days' definite notice of the date on which the Vessel is expected to be ready for delivery.
- 3.3 The Owner shall keep the Charterer closely advised of possible changes in the Vessel's position.

4. Cancelling

- 4.1 Should the Vessel not be delivered at the latest by the cancelling date indicated in Box 15, the Charterer shall have the option of cancelling this Charter without prejudice to any claim the Charterer may otherwise have on the Owner under the Charter.
- 4.2 If it appears that the Vessel will be delayed beyond the cancelling date, the Owner shall, as soon as it is in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterer asking whether it will exercise its option of cancelling, and the option must then be declared within 188 (one hundred and eighty- eight) hours of the receipt by the Charterer of such notice. If the Charterer does not then exercise its option of cancelling, the seventh day after the readiness date stated in the Owner's notice shall be regarded as a new cancelling date for the purpose of this Clause. In the event the Charterer cancels the Charter, it shall terminate at terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter.

5. Operating Limits

- 5.1 Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterer and the Owner shall assist, if necessary, in every way possible to secure such Permission and licences.
- 5.2 The Vessel shall be employed in lawful voyages and operations within the limits indicated in Box 19. The Charterer undertakes not to employ the Vessel or suffer the Vessel to be employed other than in conformity with the terms of the instruments of Insurance (including any warranties expressed or implied therein) 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.
- 5.3 Unless parties agree to this explicitly, the Vessel shall not be required to enter or remain in any place where fever or epidemics are prevalent or in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able to safely enter or remain in the port of area or to depart.
- 5.4 The Owner may terminate this Charter forthwith by giving notice to the Charterer if the Owner considers that the chartering of the Vessel by the Charterer might or will result, or has resulted, in legal proceedings being, or having been, taken in respect of the Vessel and/or against the Owner and/or the Charterer and/or any of the foregoing's employees and/or agents with respect to or relating to the Vessel, its operations or this Charter. If the Owner so terminates this Charter, the Charterer will have no right of action against the Owner whatsoever in respect of such termination.
- 5.5 The Charterer undertakes not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or is carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation. Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owner's prior approval has been obtained to loading thereof.

6. Surveys and Inspection

- 6.1 The Owner and Charterer may each appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of delivery and redelivery hereunder. The Owner shall bear all expenses of the on-survey, including loss of time, if any, and the Charterer shall bear all expenses of the off-survey including loss of time, if any, at the rate of hire per day or pro rata, also including in each case the cost of any docking and undocking, if required, in connection herewith.
- 6.2 The Owner shall have the right at any time to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on its behalf to ascertain the condition of the Vessel and satisfy itself that the Vessel is being properly repaired and maintained.
- 6.3 Inspection or survey in dry-dock shall be made only when the Vessel shall be in dry-dock for the Charterer's purpose. However, the Owner shall have the right to require the Vessel to be dry-docked for inspection if the Charterer is not docking her at normal classification intervals.

- 6.4 The fees for such inspection or survey shall be payable by the Owner as will be repairs or maintenance required in order to achieve the condition so provided. All time taken in respect of inspection, survey or repairs shall count as time on hire and shall form part of the Charter period.
- 6.5 The Charterer shall also permit the Owner to inspect the Vessel's log books whenever requested and shall whenever required by the Owner furnish it with full information regarding any casualties or other accidents or damage to the Vessel.

7. Inventories and Consumable Oil and Stores

- 7.1 A complete inventory of the Vessel's entire equipment, outfit, appliances and of all consumable stores on board the Vessel shall be made by the Charterer in conjunction with the Owner on delivery and again on redelivery of the Vessel. The Charterer and the Owner, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, water and unbroached provisions, paints, oils, ropes and other consumable stores in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively.

8. Maintenance and Operation

- 8.1 During the Charter period, the Vessel shall be in the full possession, and at the absolute disposal for all purposes, of the Charterer and under complete control in every respect. The Charterer shall maintain and keep the Vessel, her machinery, gear – including cranes and winches if any – boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as otherwise provided for, it shall keep the Vessel with unexpired classification of the class intended in Box 10 and with other required certificates in force at all times.
- 8.2 The Charterer shall have the use of all outfit, equipment and appliances on board the Vessel at the time of delivery, provided the same or their substantive equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterer shall from time to time during the Charter period replace such items of equipment as shall be so damaged or worn as to be unfit for use.
- 8.3 The Charterer shall make no significant structural changes in the Vessel or changes in the machinery, boilers, appurtenances, additional equipment or spare parts thereof without in each instance first securing the Owner's approval thereof. If the Owner so agrees, the Owner shall pay for these changes, but the Charterer shall, if the Owner so requires, restore the Vessel to its former condition before the termination of the Charter.
- 8.4 The Charterer shall take immediate steps to have the necessary repairs done within a reasonable time, failing which the Owner shall have the right of withdrawing the Vessel from the service of the Charterer without noting any protest and without prejudice to any claim the Owner may otherwise have against the Charterer under the Charter. The Charterer, at the expense of the Owner, is to procure that all repairs or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterer has the right to fit additional equipment at its expense and risk but the Charterer shall remove such equipment at the end of the period if requested by the Owner.
- 8.5 Any equipment including radio equipment on hire on the Vessel at the time of delivery shall be kept and maintained by the Charterer and the Charterer shall assume the obligations and liabilities of the Owner under any lease contracts in connection therewith. The Owner shall bear all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

- 8.6 Unless agreed differently, in the event of any improvement, structural changes or expensive new equipment being necessary for the continued operation of the Vessel by reason of new class requirement or by compulsory legislation, the costs thereof will be borne by Owner.
- 8.7 The Charterer is required to establish and maintain financial security or responsibility in respect of oil or other pollution damage as required by any government, including Federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterer shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterer's sole expense and the Charterer shall indemnify the Owner against all consequences whatsoever (including loss of time) for any failure or inability to do so.
- 8.8 The Charterer shall at its own expense and by its own procurement man, victual, navigate, operate, supply, fuel and repair the Vessel whenever required during the Charter period and it shall pay all charges and expenses of any kind and nature whatsoever incidental to its use and operation of the Vessel under this Charter, including any foreign general municipality and/or state taxes.
- 8.9 During the currency of this Charter, the Vessel shall retain her present name as indicated in Box 5 and shall remain under and fly the flag as indicated in Box 5.
- 8.10 The Charterer shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than that agreed in Box 18. All costs of such a dry-dock shall be born by Owner, unless specifically agreed differently.
- 8.11 The Charterer, and any subsequent sub-charterer of the Charterer, is herein authorised by the Owner to paint any text, logo, design or motif on the Vessel (for which, in the case of copyright or trademark protection, it is the intellectual property owner or authorised licensee), and further provided that such text, logo, design or motif does not conflict with the stated aims, goals or objectives of either the Owner or the Charterer and/or sub-charterer, and further provided that all and any such text, logo, design or motif is removed and the ship's paintwork and bodywork are restored to its original, or otherwise satisfactory to the Owner, condition upon redelivery.

9. Hire

- 9.1 The Charterer shall pay the Owner hire per month or, pro rata, for any part of a month, from the time the Vessel is delivered to Charterer until her redelivery to the Owner at the annual rate stated in Box 20.
- 9.2 Payment of the Hire shall be made in cash without discount every month in advance, on the first day of each month, in the currency and in the manner indicated in Box 22 and in the place mentioned in Box 23.
- 9.3 Payment of the Hire for the first and last month's Hire, if less than a full month, shall be calculated proportionally according to the number of days in the particular calendar month and advance payment shall be effected accordingly.
- 9.4 Should the Vessel be lost or missing, the Hire shall cease from the date and time when she was lost or last heard of. Any Hire paid in advance shall be adjusted accordingly.
- 9.5 Time shall be of the essence in relation to payment of the Hire hereunder. In default of payment beyond a period of 10 (ten) days, and after service of notice to rectify any arrears within a further period of 10 (ten) days and in the case of default of said notice, the Owner shall have the right to withdraw the Vessel from the service of the Charterer without noting any protest and without interference without any court or any formality whatever, and shall, without prejudice to any other claim the Owner may otherwise have against the Charterer under the Charter, be entitled to damages in respect of all costs and losses incurred as a result of the Charterer default and the ensuing withdrawal of the Vessel.

- 9.6 Any delay in payment of the Hire shall entitle the Owner to an interest at the rate per annum as agreed in Box 21. If Box 21 has not been filled in the current market rate in the country where the Owner has its Principal place of Business shall apply.

10. Insurance and Repairs

- 10.1 During the Charter period the Vessel shall be kept insured by the Owner at its expense against marine, war and protection and indemnity ("P and I") risks. Such marine, war and P and I Insurances shall be arranged by the Owner and the Owner shall be at liberty to protect under such insurances the interest of any managers it may appoint. All insurance policies shall be in the joint names of the Owner and the Charterer as their interest may appear.
- 10.2 If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount of each party set out in Box 27 and Box 28, respectively. The Owner or the Charterer 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 insure of any such required insurance in any case where the consent of such insurers is necessary.
- 10.3 Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under Clause 10.1 above, all insurance payments for such loss shall be paid to the Mortgagee, if any, in the manner described in the Deed(s) of Covenant, who shall distribute the moneys between themselves, the Owner and the Charterer according to their respective interests. The Charterer undertakes to notify the Owner and the Mortgagee, if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.
- 10.4 If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Charterer in accordance with Clause 10.1 above, this Charter shall terminate as of the date of such loss.
- 10.5 The Owner shall, upon the request of the Charterer, promptly execute such documents as may be required to enable the Charterer to abandon the Vessel to insurers and claim a constructive total loss.
- 10.6 In view of insurance coverage against marine and war risks under the provision of sub-Clause 10.1 above, the value of the Vessel is the sum indicated in Box 26.

11. Mortgage

- 11.1 The Vessel chartered under this Charter is financed by a mortgage. The Charterer undertakes to have acquainted itself with all terms, conditions and provisions thereof and of the Deed(s) of Covenant (DoC). The Charterer undertakes that insurances, repairs, maintenance, etc. of the Vessel, as laid down in the DoC or as may be directed during the currency of the Charter by the Mortgagee(s), will be in conformity with the Deed(s) of Covenant and that the Charterer will comply with all such instructions or directions in regard to the employment.

12. Notices

- 12.1 All notices sent under this Charter shall be sent by registered mail to the address listed in Part I hereof or to any other address notified to the other party.

13. Redelivery

- 13.1 The Charterer shall at the expiration of the Charter period redeliver the Vessel at a safe and ice-free port or place as indicated in Box 16. The Charterer shall give the Owner not less than 30 (thirty) days' preliminary and not less than 14 (fourteen) days' definite

notice of expected date, range of ports of redelivery. Any changes thereafter in Vessel's position shall be notified immediately to the Owner.

- 13.2 Should the Vessel be ordered on a voyage by which the Charter period may be exceeded, the Charterer shall have the use of the Vessel to enable them to complete the voyage, provided it can be reasonably calculated that the voyage shall allow redelivery around and about the time fixed for the termination of the Charter.
- 13.3 The Vessel shall be redelivered to the Owner 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. The Vessel upon redelivery shall have her survey cycles up to date and class certificated valid for at least the number of months agreed in Box 12.

14. Lien, Non-Lien and Indemnity

- 14.1 The Owner shall have a lien upon all cargoes and sub-freights belonging to the Charterer and any Bill of Lading freight for all claims under this Charter, and the Charterer shall have a lien on the Vessel for all moneys paid in advance and not summed.
- 14.2 The Charterer will not suffer, nor permit to be continued, any loan or encumbrance incurred by it or its agents, which might have priority over the title and interest of the Owner in the Vessel.
- 14.3 The Charterer further agrees to keep so fastened during the Charter period the notice reading as follows:- *This Vessel is the property of Stichting Phoenix. It is under charter to Stichting Greenpeace Council and by the terms of the Charter Party neither the Charterer nor the Master have any right, Power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever.*
- 14.4 The Charterer shall indemnify and hold the Owner harmless against any lien of whatsoever nature arising upon the Vessel during the Charter period while under the control of the Charterer and against any claims against the Owner arising out of or in relation to the operation of the Vessel by the Charterer.
- 14.5 Should the Vessel be arrested by reason of claim of liens arising out of her operation hereunder by the Charterer, the Charterer shall at its own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at its own expense put up bail to secure release of the Vessel.

15. Salvage

- 15.1 All salvage and stowage performed by the Vessel shall be for the Charterer's benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterer.
- 15.2 In the event of the Vessel becoming a wreck or obstruction to navigation the Charterer shall indemnify the Owner against any sums whatsoever which the Owner shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

16. General Average

- 16.1 General Average, if any, shall be adjusted according to the York- Antwerp Rules 1974 or any subsequent modification thereof current at the time of the casualty. The Hire shall not contribute to the General Average.

17. Charter Period

- 17.1 The Charter Period shall be that specified in Box 19, commencing and terminating on the dates specified therein.

- 17.2 At termination this Charter shall automatically be renewed for the further period, if any, specified in Box 19 unless either party notifies the other by registered letter sent at least 30 (thirty) days prior to termination of a contrary intention. It is expressly understood and agreed that any such notice of non-renewal shall be given only in good faith.

18. Requisition / Acquisition

- 18.1 In the event of the requisition for hire of the Vessel by any governmental or other competent authority (a "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, the Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterer 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 Owner shall be payable to the Charterer during the remainder of the Charter period or the period of the Requisition for Hire whichever be the shorter. The Hire under this Charter shall be payable to the Owner from the same time as the Requisition Hire is payable to the Charterer.
- 18.2 In the event of the Owner being deprived of its ownership in the Vessel by any compulsory acquisition of the Vessel or requisition for this by any governmental or other competent authority (a "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, the Hire shall be considered as earned and to be paid up to the date and time of such Compulsory Acquisition.

19. War

- 19.1 The Vessel shall not, unless the consent of the Owner be obtained first, be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened war, act of war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or ruler.
- 19.2 The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.
- 19.3 In the event of outbreak of war (whether there be a declaration of war or not) between any two or more of the countries as stated in Box 30, both the Owner and the Charterer shall have the right to cancel this Charter, whereupon the Charterer shall redeliver the Vessel to the Owner in accordance with Clause 13. If she 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 Owner, or if she has no cargo on board, at the port at which she then is or if at sea at a near open and safe port as directed by the Owner. In all cases Hire shall continue to be paid in accordance with Clause 9 and except as aforesaid all other provisions of this Charter shall apply until redelivery.

20. Liability and Force Majeure

- 20.1 In addition to anything else contained in this Charter Agreement and given that such an event, loss, damage, liability, personal injury or death is not for any reason covered by the insurance as set out in Clause 10, the Owner shall not be responsible for loss of, or damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried out by the Vessel or her tow, the property of the Charterer, its sub-charterers, contractors or sub-contractors, or for personal injury or death of the employees of the Charterer or of their contractors or sub-contractors, or of anyone on board anything towed by the Vessel, arising out of or in any way connected to the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused, wholly or partially by the unseaworthiness of any vessel; and the Charterer shall indemnify, protect and hold harmless the owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.
- 20.2 Neither the Owner nor the Charterer shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, action of the elements, epidemics, revolution or civil strike, piracy, hostile action, terrorism and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.
- 20.3 Article 8:360 of the Dutch Civil Code is excluded. Furthermore, and in addition to clauses 14.4 and 20 of the Charter Agreement, the Owner shall never be liable for any damages arising from any tort committed by the Charterer. If any such liability should be established judicially, the Charterer shall fully indemnify the Owner for any related damages.

21. Law and Arbitration

- 21.1 The law of The Netherlands shall govern this Charter. Any dispute arising out of this Charter that cannot be amicably resolved shall be submitted to the competent court in The Netherlands. If both parties agree to arbitration in writing, a dispute can be referred to arbitration, with then discussing and agreeing on the terms and conditions of the arbitration.

APPENDIX 8

INVOICE

FOR

REPORT OF SURVEY BY HALYARD SURVEY BV



Greenpeace International
Otto Heldringstraat 5
1066 AZ AMSTERDAM

Address
Kerkstraat 6
3361 BP Sliedrecht
The Netherlands

Phone
+31 (0)184 415 474

Fax
+31 (0)184 415 242

E-mail
office@halyardsurvey.com

Website
www.halyardsurvey.com

Sliedrecht, 21 August 2014

INVOICE

Invoice number : 201201239
Customer reference : 120100262

Your ref. : --
Our ref. : Ing. L.T. van Houwelingen/JMB/26330306
Re : motor yacht ARCTIC SUNRISE

my. ARCTIC SUNRISE,
see attached specification
21 % VAT

EUR	1.974,49
EUR	<u>414,64</u>
EUR	<u>2.389,13</u>

Term of payment: 30 days

VAT-number
NL851394127B01

Trade Register number
54667739

Bank details
Rabobank 1662.61.416

IBAN
NL45RAB00166261416

BIC
RABONL2U

Delivery conditions
The delivery conditions for assignments to adjusters,
surveyors and valuers are applicable.

motor yacht ARCTIC SUNRISE

File cost	EUR	75,00
Inspection on 12 August 2014 at Amsterdam, 4.5 hrs.	EUR	562,50
Travelling time, 2 hrs.	EUR	230,00
Mileage, 192 km	EUR	138,24
Report of survey, 7.75 hrs.	EUR	<u>968,75</u>
	EUR	1.974,49
21 % VAT	EUR	<u>414,64</u>
	EUR	<u>2.389,13</u>

APPENDIX 9

INVOICE

FOR

AUDITED CLAIMS STATEMENT BY WEA ACCOUNTANTS

Jasper cc Eef

6002489

Molenwerf 48, 1911 DB Uitgeest
(0251) 36 19 60
IBAN NL80 RABO 0128 0735 35 EUR
KvK nr. 37159514
BTW-nr. NL8045.06.619.B.01

FACTUUR

Stichting Greenpeace Council
Ottho Heldringstraat 5
1066 AZ AMSTERDAM

Datum: 15-09-2014

Debiteur: 460640

Factuurnummer: 201462988

Voor u verricht t/m augustus 2014

Aantal	Prijs	Totaal
--------	-------	--------

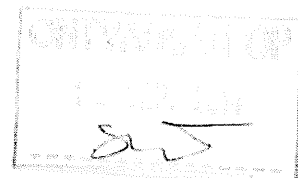
Advies

- Voor u verrichte controle werkzaamheden inzake Audit claim statement Arctic 30/Arctic Sunrise		9.000,00
---	--	----------

	Excl. BTW	9.000,00
BTW 21,00 % over	9.000,00	1.890,00
	Totaal	€ 10.890,00

Gaarne betaling binnen 30 dagen onder vermelding van het debiteur- en factuurnummer

Algemene voorwaarden, dep.nr. 27127548 Arrondissementsrechtbank te Middelburg



APPENDIX 10

**LIST OF MISSING PERSONAL BELONGINGS
OF
PERSONS ON BOARD THE *ARCTIC SUNRISE***

Sumame	First name(s)	Outstanding items missing, except 3x damaged items, which have been marked 'damaged' - list 16 September 2014
Ubels	Mannes	1 Mac book apple
		1 iPad HD 513 NF/A; Apple
		1 external hard drive Lacie 500GB
Perrett	Anthony Ian	1 Iphone 5 in black waterproof case
		1 Iphone 5 charger (UK) white
		1 sealskin gloves black
		1 thermal outer gloves, black, 'trespass'
Akhan	Gizem	1 Notebook Black Samsung
		1 smart phone black Samsung
		1 boat driving licence
		1 Seaman book
Allakhverdov	Andrey	1 laptop Sony Vaio
		1 mobile phone Samsung Galaxy S II
		1 mobile phone Samsung Galaxy S Plus
		1 binaural headphones with microphone Roland
		1 flash recorder Zoom H2N
		1 Sd cards 6GB and 2GB
		2 USB sticks
Zaspa	Ekaterina	1 Leatherman Charge Ti in a black leather
		1 E-book reader Nook simple touch with charger
Alminhana Ma	Ana Paula	1 Laptop sony vaio
		1 Go Pro hero pam black
		1 Hard drive 500gb iomega black
		1 Camera photo sony DSC H1
		1 Wireless mouse
Ball	Phillip Edward	1 STCW certificate
		1 Marriage certificate
		1 Log Dive Book
Beauchamp	Jonathan David	1 Lens 28-70mm Tamron AF
		1 Lens Nikon f2.8 28mm
		1 Leatherman,
		1 Sealskinz gloves
Bryan	Kieron Jon	1 HP computer Pavilion 2000
		1 hard drive 1 tera byte (?)
		1 kindle in leather case
		1 USB stick Red
D'Alessandro	Cristian	1 Macbook Pro Retina Leptop -15"
		1 Macbook Pro Retina charger
		2 16GB transcend SD cards
		2 32GB Transcend SD cards
		2 seagate GoFlex 1TB/500GB hard drive
		1 Charger and sd card for Canon photocamera (camera has been returned)
Dolgov	Roman	1 electric shaver Phillips black
		1 Multitool Leatherman sidekick
		1 Asus EePC (notebook) +charger white
		1 hardrive Toshiba 1000GB +cable black
		1 portable speakers grey/black
		1 Notebook ASUS EeePC black, 320GB with black charger
Dziemianczuk	Tomasz	1 tablet Samsung Galay Tb 2.7, white in original cover of sulphide color; with sim card Bi-Lait; memory card SD 32GB
		1 Communicator Garmin Asus M10, white with sim card MTC, SD memory card of 16GB
		1 black pouch with a zip: written Gratis on the side, with various accessories
		1 spare battery for Garmin communicator
		3 headsets: 2 original for Garmin and Samsung
		1 Bluetooth headset
		1 spare adaptor for USB/microUSB/mini USB, power adaptors, original Samsung adaptors for flash memory to the tablet
		1 external hard drive DATA, 500 GB
		1 external hard drive Western Digital, 1000Gb
		1 Smartphone Galaxy S4
Harris	Alexandra Hazel	115 Euro
		1 Goretex gloves
		1 Hanweg Grunten boots (damaged)
		1 new Petz headlamp (damaged.)
Harris	Alexandra Hazel	1 Samsung galaxy s2 phone Samsung black
		1 Macbook Laptop, silver(and cable)
		2 24 GB SD card
		1 computer mouse
Harris	Alexandra Hazel	1 computer bag

		1	ipad	
		1	NZ Drivers Licence	
		1	Credit Card	
		1	Eftpos Card	
		1	NZ Firearms Licence	
		1	NZ Electrical Practicing Licence	
		1	Dutch Seaman's book	
Haussmann	David John			
		1	Leatherman multitool	Silver "GOT III"
		1	Del Laptop	"Latitude"
		1	HTC Mobile Phone	
		2	Head Torch (Petzl Tikka)	
Hewetson	Francis Patrick Micha		200 euros in cash	
		1	computer	ACER-black
		1	USB-stick	HP-grey/orange
		1	calculator	texas - black
		1	ledderman multitool	
Jensen	Anne Mie Roer		navigation tools	
Litvinov	Dimitri	1	Laptop DeLL	Service tag BYH2CW1; comp name NOR-0060_LP, Dell model Nr. E6330
		1	Iphone 4	white
Oulahsen	Faiza	1	laptop	proHP black
		1	laptop Acer -Black	
		1	portable speaker- Orange Philips	
		2	Terabyte hard drive - black	
		1	Compass antique replica- brass	
		1	USB stick 32 Gb- Green	
		1	USB stick 8Gb- red	
		1	USB stick 4 Gb- black	
		1	Gopro camera- with SD card and Casing	
		1	Coffee Mug- stainless steel	
		1	adapter multiplug -black	
		6	packs of Marlboro -Red	
Paul	Alexandre			
		1	laptop	PC smart
		1	External hard drive	1TB
		1	Flash drive Phillips	white and green
Perez Orsi	Miguel Hernan		US\$ 500 in cash.	
		1	Tablett Iconia 200 acer	
		1	Iphone 3gs in a black rubber case	
		1	Go pro 1 with a samsung SD card of 32 gb	
		1	Green usb stick of rubber	
		1	black usb stick	
		1	red usb stick	
Pisanu	Francesco Pierre			
Rogers	Iain Christopher	1	Laptop computer	Azus (red)
Russell	Colin Keith	1	fleece	
		1	Acer laptop	Acer black
		1	1 terabyte hard drive	black
		1	navigation programme	usb stick AJRAE+Son
		1	Memory stickts Nav programmes	15-20 in plastic bags
		1	Carry bag for laptop -make-Targus (Black) my name was on it	
		1	Zippo lighter (copper) (damaged)	
		1	Mp3 player-make-Dfernce	
		1	memory card for camera (camera was returned)	
			Canadian currency missing about \$200.00, 1000.00 Russian rubels	
			missing, other small amounts of different currency (some UK	
			pounds/Scottish pounds, NZ dollars, 200 euro missing.	
Ruzycki	Paul Douglas			
		1	laptop (Dell, blue)	
		1	money from my wallet (about 120€)	
		1	Leatherman	
		1	Swiss army knife	
		1	hiking shoes (pair)	
Saarela	Sini			
		1	Laptop Lenovo ThinkPad X220 Black 4290LB2	
		1	Hard drive Porsche 1Tb	
		1	Bagpack Dakine	
Sinyakov	Denis	3	Memory card (Compact Flash) Lexar, SunDisk, Transend 8Tb, 4Tb, 2Tb	
		1	Camera	Canon 6D, body bkack
		1	Lens	Canon 24 - 105 black with red line
		1	telephone	Sony Eriksson, CK-13 pink
		1	usb cable	black
		1	usb charger	white with pink
		1	sd card	16gb inside camera
		1	big backpack	yellow and black "outside expedition"
		1	sunglasses	in black and red suitcase, under category 3, uv filter
		1	notebook "diary"	brown cover with drawings
		1	fleece hat	little haul
		1	climbing artefact "ASAP"	golden with one carabiner attached
		1	save the arctic Tshirt	dark blue
Speziale	Camila			

Weber	Marco Paolo	1	knife victorinox	silver, black leather case
		1	watch swatch patrol	patrol (green)
Willcox	Peter Henry	1	Laptop	
		1	Usb stick	
		1	Set of headphones earbuds	
Yakushev	Ruslan Oleg	1	laptop	Asus, InletCore i5-2410H, 500Gb, dark burgundy
		1	mobile phone	FLY IQ 441, black in a plastic bag, screen 4.3 sensory
		1	hard disk	Transcend, store JET25H2, 750 or 640 (?) Gb
		1	memory stick	4Gb, black
		1	memory stick	8Gb

ANNEX N-43
PROOF OF PAYMENT
ROYAL BANK OF SCOTLAND

General

Global Transaction Id : ██████████
 Global Batch Id : ██████████
 Local Trx Ref : ██████████
 FPO/DPO Id : ██████████
 Interchange Ref : ██████████
 Customer Reference : ██████████
 End to End Id : ██████████
 Creation Date : 17-12-2013 11:45:09
 Delivery Date : 17-12-2013 17:45:21
 Delivery Channel : ACCESSDIRECT
 Original Message Type : ██████████
 Logical Queue Name : ██████████
 System Type Description : 66 SEPA processing engine (RPE)
 Service Level Code : SEPA

Status Info

Latest Info State :
 Latest Info Date :

Customer Information (Debit Side)

Party Id :
 Name : FEZ RBSCBK EUR
 Name Extension :

Beneficiary Information (Credit Side)

Party Id :
 Name : THE ROYAL BANK OF SCOTLAND
 Name Extension :
 Name & Location :

On behalf of :
 Name & Location :

Address : POSTBUS 1230
 Address Extension : POSTBUS 1230
 City :
 Postal Code :
 Country : NL

Address :
 Address Extension :
 City :
 Postal Code :
 Country :
 Business Entity Id / BIC :
 Currency/Account No : EUR ██████████

Business Entity Id / BIC :
 Bank Branch Code(Custom
 er) :
 Account No : ██████████
 Bank SWIFT Address : ██████████
 Bank Name :
 Bank Address :
 Bank Address Extension :
 Bank Name & Location :

BANK SWIFT Address : ██████████
 Bank Branch Code :
 Bank Name :
 Bank Name & Location :

Bank City :
 Bank Branch Code :
 Bank Country :
 Beneficiary Advice Y/N : N
 Beneficiary Advice Channel :
 Private Id Issuer :
 Ultimate Creditor ID :
 Ultimate Creditor Name :

Bank City :
 Private Id Issuer :
 Ultimate Debtor ID :
 Ultimate Debtor Name :

Actual Payer Details

Name :
 Name Extension :
 Address :
 Address Extension :
 City :
 Country :
 Postal code :
 Party Identification :

PSD Details

PSD Applicability at Paye

Payment Details

Payment Type : BGB Batch payment
Geographic Environment : -
IBOC : BGB-SCT
Book To Book : N
Payment Instruction : TRF
Payment Instruction Extension :
Product Type : 901 SEPA PAYMENTS
Amount : EUR 4,500
Value Date (Requested) :
Processing Date (Requested) : 17-12-2013 00:00:00
Charges : 16 (= SLEV)
Fx Rate Contract :
Private Id Issuer :
Category Purpose :
Payment Purpose :

r's Leg :
PSD Applicability at Payee's Leg :
PSD Currency Conversion Indicator :
PSD Domestic Payment Indicator :

Initiating Party Details

Name : MINBUZA
Address :
Address Extension :
Country :
Organization Id :
Private Id :
Private Id Issuer :

Other Institutions

Sender of Message :
Receiver of Message :
Sending Institute :
Senders Correspondent :
Receivers Correspondent :
Intermediate Institute :
Third Reimb Institute :

Cheque

Cheque Involved Party :
Cheque Instructions :

Information Messages

Instruction to the Bank :
Payment Information :
●

Regulatory Information :

General

Global Transaction Id : ██████████
 Global Batch Id : ██████████
 Local Trx Ref : ██████████
 FPO/DPO Id : ██████████
 Interchange Ref : ██████████
 Customer Reference : ██████████
 End to End Id : ██████████
 Creation Date : 10-03-2014 09:13:43
 Delivery Date : 10-03-2014 14:13:44
 Delivery Channel : ACCESSDIRECT
 Original Message Type : ██████████
 Logical Queue Name : ██████████
 System Type Description : 66 SEPA processing engine (RPE)
 Service Level Code : SEPA

Status Info

Latest Info State :
 Latest Info Date :

Customer Information (Debit Side)

Party Id :
 Name : FEZ RBS SEPA EUR
 Name Extension :

Beneficiary Information (Credit Side)

Party Id :
 Name : THE ROYAL BANK OF SCOTLAND
 Name Extension :
 Name & Location :

On behalf of :
 Name & Location :

Address : POSTBUS 1230
 Address Extension : POSTBUS 1230
 City :
 Postal Code :
 Country : NL

Address :
 Address Extension :
 City :
 Postal Code :
 Country :
 Business Entity Id / BIC :
 Currency/Account No : EUR ██████████

Business Entity Id / BIC :
 Bank Branch Code(Custom er) :
 Account No : ██████████
 Bank SWIFT Address : ██████████
 Bank Name :
 Bank Address :
 Bank Address Extension :
 Bank Name & Location :

BANK SWIFT Address : ██████████
 Bank Branch Code : ██████████
 Bank Name :
 Bank Name & Location :

Bank City :
 Bank Branch Code :
 Bank Country :
 Beneficiary Advice Y/N : N
 Beneficiary Advice Channel :
 Private Id Issuer :
 Ultimate Creditor ID :
 Ultimate Creditor Name :

Bank City :
 Private Id Issuer :
 Ultimate Debtor ID :
 Ultimate Debtor Name :

Actual Payer Details

Name :
 Name Extension :
 Address :
 Address Extension :
 City :
 Country :
 Postal code :
 Party Identification :

PSD Details

PSD Applicability at Paye

Payment Details

Payment Type : BGB Batch payment
Geographic Environment : -
IBOC : BGB-SCT
Book To Book : N
Payment Instruction : TRF
Payment Instruction Extension :
Product Type : 901 SEPA PAYMENTS
Amount : EUR 4,500
Value Date (Requested) :
Processing Date (Requested) : 10-03-2014 00:00:00
Charges : 16 (= SLEV)
Fx Rate Contract :
Private Id Issuer :
Category Purpose :
Payment Purpose :

Initiating Party Details

Name : Dutch Ministry of Foreign Affairs
Address :
Address Extension :
Country :
Organization Id :
Private Id :
Private Id Issuer :

Cheque

Cheque Involved Party :
Cheque Instructions :

Information Messages

Instruction to the Bank :
Payment Information :
Regulatory Information :

r's Leg :
PSD Applicability at Payee's Leg :
PSD Currency Conversion Indicator :
PSD Domestic Payment Indicator :

Other Institutions

Sender of Message :
Receiver of Message :
Sending Institute :
Senders Correspondent :
Receivers Correspondent :
Intermediate Institute :
Third Reimb Institute :

General

Global Transaction Id : ██████████
 Global Batch Id : ██████████
 Local Trx Ref : ██████████
 FPO/DPO Id : ██████████
 Interchange Ref : ██████████
 Customer Reference : ██████████
 End to End Id : ██████████
 Creation Date : 06-06-2014 08:55:00
 Delivery Date : 06-06-2014 14:55:02
 Delivery Channel : ACCESSDIRECT
 Original Message Type : ██████████
 Logical Queue Name : ██████████
 System Type Description : 66 SEPA processing engine (RPE)
 Service Level Code : SEPA

Status Info

Latest Info State :
 Latest Info Date :

Customer Information (Debit Side)

Party Id :
 Name : FEZ RBS SEPA EUR
 Name Extension :

Beneficiary Information (Credit Side)

Party Id :
 Name : THE ROYAL BANK OF SCOTLAND
 Name Extension :
 Name & Location :

On behalf of :
 Name & Location :

Address : POSTBUS 1230
 Address Extension : POSTBUS 1230

Address :
 Address Extension :
 City :
 Postal Code :
 Country :
 Business Entity Id / BIC :
 Currency/Account No : EUR ██████████

City :
 Postal Code :
 Country : NL
 Business Entity Id / BIC :
 Bank Branch Code(Custom):
 Account No : ██████████
 Bank SWIFT Address : ██████████
 Bank Name :
 Bank Address :
 Bank Address Extension :
 Bank Name & Location :

BANK SWIFT Address : ██████████
 Bank Branch Code : ██████████
 Bank Name :
 Bank Name & Location :

Bank City :
 Bank Branch Code :
 Bank Country :
 Beneficiary Advice Y/N : N
 Beneficiary Advice Channel :
 Private Id Issuer :
 Ultimate Creditor ID :
 Ultimate Creditor Name :

Bank City :
 Private Id Issuer :
 Ultimate Debtor ID :
 Ultimate Debtor Name :

Actual Payer Details

Name :
 Name Extension :
 Address :
 Address Extension :
 City :
 Country :
 Postal code :
 Party Identification :

PSD Details

PSD Applicability at Paye

Payment Details

Payment Type : BGB Batch payment
Geographic Environment : -
IBOC : BGB-SCT
Book To Book : N
Payment Instruction : TRF
Payment Instruction Extension :
Product Type : 901 SEPA PAYMENTS
Amount : EUR 4,500
Value Date (Requested) :
Processing Date (Requested) : 06-06-2014 00:00:00
Charges : 16 (= SLEV)
Fx Rate Contract :
Private Id Issuer :
Category Purpose :
Payment Purpose :


Initiating Party Details

Name : Dutch Ministry of Foreign Affairs
Address :
Address Extension :
Country :
Organization Id :
Private Id :
Private Id Issuer :

Cheque

Cheque Involved Party :
Cheque Instructions :

Information Messages

Instruction to the Bank :
Payment Information : 
Regulatory Information :

r's Leg :
PSD Applicability at Payee's Leg :
PSD Currency Conversion Indicator :
PSD Domestic Payment Indicator :

Other Institutions

Sender of Message :
Receiver of Message :
Sending Institute :
Senders Correspondent :
Receivers Correspondent :
Intermediate Institute :
Third Reimb Institute :