

PANAMA CANAL AUTHORITY

Ship Identification No.

6005035

To: CANAL OPERATIONS CAPTAIN

UNDERTAKING TO RELEASE AND INDEMNIFY

I, Delf ALJETS

Master of the CSAV LANALHUE

for and in

consideration of the CSAV LANALHUE

(Name of Vessel)

being permitted to

transit the Panama Canal under the following circumstances: (Check the applicable item(s) and delete others.)

- (a) Transit at a draft greater than her allowable Panama Canal fresh water draft.  
(b) The possibility exists that the vessel's draft may exceed her allowable Panama Canal draft. The vessel's draft will be read on arrival in fresh water and, if it is proven to be equal to or less than her allowable Panama Canal draft, this Undertaking to Release and Indemnity is null and void.  
(c) Transit at less than minimum draft specified in article 52 of the ACP Navigation Regulation.  
(d) ☒ Other deficiency(ies) or condition(s) (Specify).

① Stuen Light protrudes 30 cm. ② WHISTLE CONTROL ON THE BOW  
SEWINGS ARE WORNED 12 FEET. ③ EXTERNAL BURN OF 32.35m (106.4m)

do hereby undertake, for the said vessel, her owners, operators, charterers, crew, or any other persons having any interest in her, and for myself, to release the Panama Canal Authority and the Republic of Panama from, and to indemnify them against, any loss or damage, or any liability incurred by the Panama Canal Authority or the Republic of Panama under, or in respect to:

- (a) Articles 63 to 74 of Panama Canal Authority Organic Law (Law No. 19 of June 11, 1997).  
(b) Property of the Panama Canal Authority, or the Republic of Panama; and  
(c) Panama Canal Authority employees to the extent and in the proportion that the above-described circumstances may proximately cause or contribute to a casualty and resulting damages.

By accepting the vessel in the above-described circumstances for transit, the Panama Canal Authority does not, and shall not be deemed to, waive any right against the vessel, her owners and operators as stated in article 4 of the ACP Navigation Regulation.

(The following paragraph is not applicable for draft deficiencies.)

It is understood that the obligations assumed by the undersigned on behalf of himself, the

CSAV LANALHUE

(Name of Vessel)

her owners, operators, charterers, crew, or any other persons having an

interest in the said vessel, as stated in this Undertaking to Release and Indemnify, shall continue in effect for all transits of the

Panama Canal by the CSAV LANALHUE

(Name of Vessel)

on and after 08 OCT 2009

(Date)

until such time as the Authority is satisfied that condition(s) noted above has (have) been rectified. It is further understood that this document does not, of itself, grant continuing permission for

the CSAV LANALHUE

(Name of Vessel)

to transit the Panama Canal in the above-stated

conditions. Such permission may be obtained from the Canal Operations Captain for each instance within 48 hours such time as the condition(s) noted above has (have) been rectified.

WITNESSES

ADMON B.I

(Name of Witness)

8th October 2009

(Date)

CSAV LANALHUE

(Name of Vessel)

St John's

(Name of Vessel)

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(b) Property of the Panama Canal Authority, or the Republic of Panama; and

(c) Panama Canal Authority employees to the extent and in the proportion that the above-described circumstances may proximately cause or contribute to a casualty and resulting damages.

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(Name of Vessel)

Panama Canal by the

on and after 08 OCT 2009

(Date)

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above has (have) been rectified. It is further understood that this document does not, of itself, grant continuing permission for

the CSAV LANALHUE

(Name of Vessel)

to transit the Panama Canal in the above-stated

conditions. Such permission may be obtained from the Canal Operations Captain for each intended transit at such time as the condition(s) noted above has (have) been rectified.

WITNESSES:

ADMON B.I

8th October 2009

(Time)

8th October 2009

(Date)

CSAV LANALHUE

(Vessel)

St John's  
(Signature / Agent)