

TO ALL OWNERS AND MEMBERS

19 December 2012

Dear Sirs

RULE AMENDMENTS RENEWAL MATTERS INSURANCE PREMIUM TAXES

Rule amendments

The attachments to this letter set out proposed amendments to the club's P&I, Offshore and Defence, rules, explanations for the proposed changes, and details of the necessary meetings of owners/members to effect these proposed amendments. The relevant meeting notices are referred to below.

Renewal matters

Clean / dirty tankers and wet / dry cargos

The system for charging reinsurance costs applicable to tankers which switch between carrying clean and dirty cargos, or to OBOs switching between wet and dry cargos, during a year, will be changed for the 2013/14 policy year. Unless declared for the year as a clean tanker, with the usual warranty to that effect, a ship will be rated on the basis of the dirty tanker reinsurance rate. However, if a ship carries only clean products for one or more periods each of at least 30 consecutive days, she can be rated as a clean tanker for the periods of clean trading. If a ship carries clean products for a period of less than 30 consecutive days then the ship will continue to be rated as a dirty tanker. Clean means actually clean, e.g. it does not include a period in ballast between dirty voyages, and a clean tanker is defined as: *a tanker which is not carrying persistent oil or its residues (other than slops)*. The same principles will apply to wet / dry trading for OBOs. This system mirrors the mechanics of the laid-up rule, and accordingly notification to the club that a ship has changed status during a policy year, with the relevant dates, must be made within three months of the end of a policy year, failing which no return of premium can be given.

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Biochem cover

We confirm that cover for certain limited bio-chem risks will be available to owners for the 2013/14 policy year. The cover will continue to respond to owners'/members' liability to pay damages, compensation or expenses to crewmembers and certain legal fees arising from chemical, biological, bio-chemical or electromagnetic weapons. The cover remains subject to an aggregate limit of \$30m each ship any one event. However, please note that this cover will not be available for chartered entries for the 2013/14 policy year.

Material changes to risk

Owners'/members' attention is drawn to the need to keep the club closely advised of any material change to risk throughout the period of insurance. This includes the need to advise the club of any change to a ship's technical management, flag, class, nationality or crew, trading or operating area or nature of trade or operations. Owners/members are therefore required to inform the club, particularly in relation to renewal, if they have made or expect to make any change to their previous trading pattern or to any material particular relating to any ship.

We will send out a further circular with additional renewal information when it becomes available.

Insurance premium taxes

Owners/members are reminded that responsibility for payment of all insurance premium taxes rests with them rather than with the club. Therefore all indications, quotations and debit notes from the club are net of such taxes. Owners/members are recommended to seek appropriate local advice in relation to obligations to pay insurance taxes.

Meeting notices

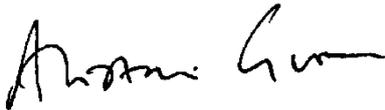
In Appendix A to this letter you will find a notice of an Extraordinary General Meeting of the owners/members of the P&I Class (Class 1) of the Association. This has been called to submit to owners/members resolutions for amendments to the P&I Rules and the Offshore P&I Rules. You will find in Appendices B and C details of the proposed rule amendments together with explanatory notes.

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In Appendix D you will find a notice of an Extraordinary General Meeting of the owners/members of the Defence Class (Class 2) of the Association. This has been called for owners/members of that class to adopt resolutions for amendments to the Defence Rules. You will find in Appendix E details of the proposed rule amendments.

Proxy forms for the meetings are enclosed for those who are unable to attend. It is important that the proxy forms should be completed correctly and your attention is drawn to the notes at the bottom of the proxy forms. A proxy need not be an owner/member but you are reminded that, to be valid, the forms, duly completed, must reach the secretary of the Association at the Association's registered office at 140 Cecil Street, #15-00, PIL Building, Singapore 069540, not less than 12 hours before the time of the meetings. Completion and return of the proxy forms will not prevent you from attending and voting in person if you so wish.

Yours faithfully



Alistair Groom
Chairman
Charles Taylor Mutual Management (Asia) Pte Limited

Direct Line: +44 20 3320 8899
E-mail: alistair.groom@ctplc.com

APPENDIX A**THE STANDARD CLUB ASIA LTD ('the company')**Company Registration No : 199703224-R

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting of the members of the company and the owners of the P&I Class will be held on Tuesday 29 January 2013 at 12.45 pm ('the meeting') at the Chateau de Guermantes, 2 Avenue de Chateau, 77600 Guermantes, France to transact the following business:

RESOLUTIONS

1. THAT with effect from noon GMT on 20 February 2013, the Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix B to the letter to the owners/members of the company dated 19 December 2012.
2. THAT with effect from noon GMT on 20 February 2013, the Offshore P&I Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix C to the letter to the owners/members of the company dated 19 December 2012.

Dated 19 December 2012

By order of the Board

N Sansom
Secretary

Registered Office:
140 Cecil Street
#15-00, PIL Building
Singapore 069540

Notes:

1. A member of the company or an owner of the Defence Class entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a member.
2. An instrument appointing a proxy must be left at the registered office not less than 12 hours before the time appointed for holding the Meeting.
3. Copies of the Rules of the Defence Class of the company are available at the company's registered office during normal office hours and at the meeting.

**APPENDIX B
P&I CLASS RULES
AMENDMENTS TO THE RULES**

1. Crew abandonment

These amendments give effect to the repatriation requirements under the Maritime Labour Convention 2006.

Rule 3.1 – Renumber rule 3.1.2 as rule 3.1.2.1 and amend current exclusion to apply solely to rule 3.1.2.1.

Add new rule 3.1.2.2 as follows:

“Liabilities in respect of crew repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (“MLC 2006”) or domestic legislation by a state party implementing MLC 2006.”

Amend rule 6.16.1 to read as follows:

“Notwithstanding rule 6.15, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, or repatriation under rule 3.1.2.2, the club shall discharge or pay such claim on the member’s behalf directly to such crewmember or dependant thereof.”

Add new rule 6.16.5 as follows:

“The member agrees that any payment by the club under rule 3.1.2.2 shall be by way of loan and shall both indemnify the club in respect of such payment and assign to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any insured or third party.”

2. Wreck liabilities

This amendment clarifies the cover and requires wreck removal contracts to be approved by the managers.

Rule 3.11.2 – Replace the rule with the following:

“Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the ship, cargo or any other property on board.”

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Add the following exclusion:

“(4) Unless the board otherwise determines, there shall be no recovery unless the member has contracted for removal of the wreck on terms which have been approved by the managers.”

3. Risks covered by hull policies

This amendment means that liabilities which would be recoverable from hull underwriters under a standard Lloyd’s marine policy, or which would be recoverable under a P&I war risks policy including piracy risks, will be excluded.

Rule 4.1 – Amend the rule to read as follows:

“Unless otherwise agreed by the managers, there shall be no recovery from the club in respect of any liabilities which would be recoverable from underwriters if the ship were, at the time of the incident giving rise to such liabilities, fully insured under hull policies on terms equivalent to those of the usual Lloyd’s marine policy with the Institute Time Clauses (Hulls) 1.10.83 attached or to the extent that the ship was fully insured to a proper value (being the market value of the ship without commitment) under a P&I war risks policy including piracy risks. The board may determine the proper value for which the ship should have been insured under the P&I war risks policy. Unless otherwise agreed by the managers, there shall be no recovery in respect of any franchise or deductible borne by the member under such policies.”

4. Guarantees, undertakings and certificates

This amendment confirms that the club will pay for liabilities arising under a certificate issued pursuant to the Athens Convention, which will also include liabilities under the EU Passenger Liability Regulation which essentially gives effect to the Athens Convention in EU and EEA States from 31 December 2012.

Rule 4.5 – Amend sub-paragraph (4) and add new sub-paragraphs (5) and (6) as follows:

“Notwithstanding the exclusions in rules 4.3 and 4.4, the club will discharge on behalf of the member liabilities arising under a demand made pursuant to the issue by the club on behalf of the member of: ...

(4) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or

(5) a certificate in compliance with Article 4bis of the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 2002; or

(6) any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.

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5. Salvage operations

This amendment clarifies that the exclusion of salvage operations extends to wreck removal operations.

Rule 5.10 – Replace the rule with:

“Liabilities arising out of salvage operations (including wreck removal) conducted by the ship or provided by a member other than liabilities arising out of salvage operations conducted by the ship for the purpose of saving or attempting to save life at sea.”

6. Limits of recovery

This amendment clarifies that, if less than the full tonnage of a ship is entered in the club, then the member's claims and the applicable limits are reduced pro rata.

Rule 6.2.1 – Replace the rule as follows:

“Unless and to the extent the board otherwise determines, under no circumstances shall the recovery by any person exceed:

(1) the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;

(2) any other limit contained in these rules or set out in the member's certificate of entry;

(3) if less than the full tonnage of the ship is entered in the club, such proportion of the amount referred to in rule 6.1, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the ship.”

7. Limits of recovery – guarantees, undertakings and certificates

This amendment confirms that the managers may defer payment of any claims until satisfied that all liabilities will not exceed any applicable limit in the rules or relevant certificate of entry.

Rule 6.2.4 – Add the following rule:

“Where a guarantee, undertaking or certificate provided for in rule 4.5 has been issued and in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the managers:

(1) may defer payment of a claim or any part thereof as they see fit; and

(2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or certificate have been or can be satisfied within such limit.”

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8. Deductibles

This amendment improves the style of the rule.

Rule 6.18 – Replace the first sentence with the following:

“The club may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member.”

9. Sanctions

This amendment ensures consistency of wording used in the sanctions provisions of the rules.

Rule 6.22 – Replace the first sentence with:

“The member shall in no circumstances be entitled to recover from the club that part of any liabilities which is not recovered by the club from parties to the Pooling Agreement and/or under any reinsurance(s) because of a shortfall in recovery from the parties or reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such parties or reinsurers.”

10. Developments

This amendment clarifies the obligation upon the member to report developments on any matter for which the club provides insurance.

Rule 7.5 – Replace the rule with the following:

“A member must keep the managers fully informed of the progress of any matter which will or may cause the member to incur liabilities for which he is or may be insured by the club in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.”

11. Settlement

This amendment clarifies the obligation upon the member not to settle any matter for which the club provides insurance without approval of the managers.

Rule 7.6 – Replace the rule with the following:

.. /...

“A member must not settle, compromise or admit liability for any matter for which he is or may be insured by the club in whole or in part without the approval of the managers or without complying with any requirements of the managers for making provision for any costs or expenses incurred by the club. If he does so, he will be liable to pay by way of indemnity to the club such sum as the managers may determine against the costs or expenses it may have been put to in respect of such matter.”

12. Powers of the managers relating to the handling of claims

These amendments clarify the powers of the managers in relation to any matter for which the club provides insurance.

Rule 8.1 – Replace the rule with the following:

“The managers have the right to control or direct the conduct of any matter or legal proceedings relating to any liabilities in respect of which the member is or may be insured by the club in whole or in part, and in particular to direct the member to use a particular expert or lawyer.”

Rule 8.4 – Replace the rule with the following:

“The managers may at any time appoint, on behalf of a member at the expense of the club subject to any applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the member is or may be insured by the club in whole or in part.”

13. Cessation of insurance

These amendments clarify the operation of the automatic cessation provisions in circumstances where sanctions may be applicable.

Rule 17.2 (5) – Amend to read as follows:

“(5) the ship is employed by the member in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the managers shall otherwise determine.”

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Rule 4.8 – Amend to read as follows:

“No claim is recoverable if it arises out of or is consequent upon the ship blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.”

Rule 26 – Add the following definition:

“Unlawful, prohibited or sanctionable: unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, the place of incorporation or domicile of the member or the ship’s flag state.”

14. Release calls

This amendment clarifies when release calls or further premium should be paid.

Rule 19.3 to 19.5 – Replace the rules with the following:

“19.3 Within the time specified by the managers, the member may elect to pay either the release call or all further premium when due.

19.4 If the member elects to pay all further premium when due he must, unless he has other ships remaining in the club under an owner’s entry, provide at his own expense within the time specified by the managers, a guarantee acceptable to the managers for the full amount of the release call. If he fails to provide the guarantee within the time specified, the release call automatically becomes payable.

19.5 If during the period that the member is still liable to pay further premium he no longer has any ships remaining in the club under an owner’s entry, he must immediately provide a guarantee acceptable to the managers for the full amount of all release calls in respect of all of his ships.”

15. Delegation to class committee

This amendment clarifies that, following the reorganisation of the club, powers under the rules which are vested in the board can be delegated to a class committee in addition to a subcommittee of the board or to the managers.

Rule 23.1 – Replace the first sub-paragraph with the following:

“(1) vested in the board, it may be delegated to any subcommittee of the board, class committee or to the managers;”

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16. Disclosure of information

This amendment permits the club or the managers to release information when required to do so by law or under direction of appropriate authorities.

Rule 23.4 – Add new rule as follows:

“The club shall be entitled to give disclosure of information relating to the member’s business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club’s or managers’ obligations.”

17. Definitions

This amendment amends the name of the club to reflect the reorganisation.

Rule 26 – Replace the definition of ‘*the club*’ with the following:

“The club: The Standard Club Europe Ltd.”

APPENDIX C

STANDARD OFFSHORE RULES AMENDMENTS TO THE RULES

1. Crew abandonment

These amendments give effect to the repatriation requirements under the Maritime Labour Convention 2006.

Rule 3.1 – Renumber rule 3.1.2 as rule 3.1.2.1 and amend current exclusion to apply solely to rule 3.1.2.1.

Add new rule 3.1.2.2 as follows:

“Liabilities in respect of crew repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (“MLC 2006”) or domestic legislation by a state party implementing MLC 2006.”

Amend rule 6.11.1 to read as follows:

“Notwithstanding rule 6.10, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, or repatriation under rule 3.1.2.2, the club shall discharge or pay such claim on the member’s behalf directly to such crewmember or dependant thereof.”

Add new rule 6.11.5 as follows:

“The member agrees that any payment by the club under rule 3.1.2.2 shall be by way of loan and shall both indemnify the club in respect of such payment and assign to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any insured or third party.”

2. Pollution liabilities

This amendment clarifies the exclusion of pollution liabilities from any land based dump, site, storage or disposal facility.

Rule 3.6 – Amend exclusion (3) to read as follows:

“liabilities, including fines, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the unit whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.”

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3. Wreck liabilities

This amendment clarifies the cover and requires wreck removal contracts to be approved by the managers.

Rule 3.8.2 – Replace the rule with the following:

“Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the unit or property on board.”

Add the following exclusion:

“(7) unless the board otherwise determines, there shall be no recovery unless the member has contracted for removal of the wreck on terms which have been approved by the managers.”

4. Risks covered by hull policies

This amendment means that liabilities which would be recoverable under normal war risks policy including P&I and piracy risks will be excluded.

Rule 4.1 – Amend the rule to read as follows:

“Unless otherwise agreed by the managers, there shall be no recovery from the club in respect of any liabilities which would be recoverable from underwriters if the unit were, at the time of the incident giving rise to such liabilities, fully insured under hull policies on terms equivalent to those of the usual Lloyd’s marine policy with the Institute Time Clauses (Hulls) 1.10.83 attached or on terms approved by the managers or to the extent that the unit was fully insured to a proper value (being the market value of the unit without commitment) under a P&I war risks policy including piracy risks. The board may determine the proper value for which the unit should have been insured under the P&I war risks policy. Unless otherwise agreed by the managers, there shall be no recovery in respect of any franchise or deductible borne by the member under such policies.”

5. Guarantees, undertakings and certificates

This amendment confirms that the club may issue other statutory certificates.

Rule 4.4 – Replace the rule with the following:

“Notwithstanding the exclusions in rules 4.3, 4.7 and 4.8, the club will discharge on behalf of the member liabilities arising under a demand made pursuant to the issue by the club on behalf of the member of:

(1) a certificate in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof; or

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(2) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or

(3) any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.”

6. Salvage operations

This amendment clarifies that the exclusion of salvage operations extends to wreck removal operations.

Rule 5.8 – Renumber the existing rule as 5.8.1 and add new rule 5.8.2 as follows:

“Liabilities arising out of salvage operations (including wreck removal) conducted by the unit or provided by a member other than liabilities arising out of salvage operations conducted by the unit for the purpose of saving or attempting to save life at sea.”

7. Limits of recovery – part entries

This amendment clarifies that, if less than the full tonnage of a unit is entered in the club, then the member’s claims and the applicable limits are reduced pro rata.

Rule 6.3 – Replace the rule with the following:

“Unless and to the extent the board otherwise determines, under no circumstances shall the recovery by any person exceed:

(1) the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;

(2) any other limit contained in these rules or set out in the member’s certificate of entry;

(3) if less than the full tonnage of the unit is entered in the club, such proportion of the amount referred to in rule 6.2, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the unit.”

8. Limits of recovery – guarantees, undertakings and certificates

This amendment clarifies that the managers may defer payment of any claims until satisfied that all liabilities will not exceed any applicable limit in the rules or relevant certificate of entry.

Rule 6.1.5 – Add the following rule:

“Where a certificate provided for in rule 4.4 has been issued and in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the certificate of entry, the managers:

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(1) may defer payment of a claim or any part thereof as they see fit; and

(2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such certificate have been or can be satisfied within such limit.”

9. Deductibles

This amendment improves the style of the rule.

Rule 6.13 – Replace the first sentence with the following:

“The club may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member.”

10. Sanctions

This amendment corrects a typographical error and ensures consistency of wording used in the sanctions provisions of the rules.

Rule 6.16 – Replace the first sentence with:

“The member shall in no circumstances be entitled to recover from the club that part of any liabilities which is not recovered by the club under any reinsurance(s) because of a shortfall in recovery from reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such reinsurers.”

11. Developments

This amendment clarifies the obligation upon the member to report developments on any matter for which the club provides insurance.

Rule 7.5 – Replace the rule with the following:

“A member must keep the managers fully informed of the progress of any matter which will or may cause the member to incur liabilities for which he is or may be insured by the club in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.”

12. Settlement

This amendment clarifies the obligation upon the member not to settle any matter for which the club provides insurance without the approval of the managers.

Rule 7.6 – Replace the rule with the following:

“A member must not settle, compromise or admit liability for any matter for which he is or may be insured by the club in whole or in part without the approval of the managers or without complying with any requirements of the managers for making provision for any costs or expenses incurred by the club. If he does so, he will be liable to pay by way of indemnity to the club such sum as the managers may determine against the costs or expenses it may have been put to in respect of such matter.”

13. Powers of the managers relating to the handling of claims

These amendments clarify the powers of the managers in relation to any matter for which the club provides insurance.

Rule 8.1 – Replace the rule with the following:

“The managers have the right to control or direct the conduct of any matter or legal proceedings relating to any liabilities in respect of which the member is or may be insured by the club in whole or in part, and in particular to direct the member to use a particular expert or lawyer.”

Rule 8.4 – Replace the rule with the following:

“The managers may at any time appoint, on behalf of a member at the expense of the club subject to any applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the member is or may be insured by the club in whole or in part.”

14. Cessation of insurance

These amendments clarify the operation of the automatic cessation provisions in circumstances where sanctions may be applicable.

Rule 17.2 (5) – Amend to read as follows:

“(5) the unit is employed by the member in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the managers shall otherwise determine.”

Rule 4.9 – Amend to read as follows:

“No claim is recoverable if it arises out of or is consequent upon the unit blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or

operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.”

Rule 23 – Add the following definition:

“Unlawful, prohibited or sanctionable: unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, the place of incorporation or domicile of the member or the unit’s flag state.”

15. Delegation to class committee

This amendment clarifies that, following the reorganisation of the club, powers under the rules which are vested in the board can be delegated to a class committee in addition to a subcommittee of the board or to the managers.

Rule 20.1 – Replace the first sub-paragraph with the following:

“(1) vested in the board, it may be delegated to any subcommittee of the board, class committee or to the managers;”

Rule 20.2 – Replace the first sentence with the following:

“Any power referred to in rule 20.1 is exercisable in the absolute discretion of the board, subcommittee, class committee or managers.”

16. Disclosure of information

This amendment permits the club or the managers to release information when required to do so by law or under direction of appropriate authorities.

Rule 20.4 – Add new rule as follows:

“The club shall be entitled to give disclosure of information relating to the member’s business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club’s or managers’ obligations.”

17. Definitions

This amendment amends the name of the club to reflect the reorganisation.

Rule 23 – Replace the definition of ‘the club’ with the following:

“The club: The Standard Club Europe Ltd.”

APPENDIX D**THE STANDARD CLUB ASIA LTD ('the company')**Company Registration No: 199703224-R

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting of the owners/members of the company and the owners of the Defence Class will be held on Tuesday 29 January 2013 at 12.50 pm ('the meeting') at the Chateau de Guermantes, 2 Avenue de Chateau, 77600 Guermantes, France for the purpose of considering and, if thought fit, passing the following Resolution:

RESOLUTION

THAT, with effect from noon GMT on 20 February 2013, the Rules of the Defence Class of the company be amended as set out in Appendix E to the letter to the owners/members of the company dated 19 December 2012.

Dated 19 December 2012

By order of the Board

N Sansom
Secretary

Registered Office:
140 Cecil Street
#15-00, PIL Building
Singapore 069540

Notes:

1. A member of the company or an owner of the Defence Class entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a member.
2. An instrument appointing a proxy must be left at the registered office not less than 12 hours before the time appointed for holding the Meeting.
3. Copies of the Rules of the Defence Class of the company are available at the company's registered office during normal office hours and at the meeting.

APPENDIX E**DEFENCE CLASS RULES
AMENDMENTS TO THE RULES****1. Risks covered by insurances**

This amendment updates the rule number and amends the name of the club.

Rule 4.2.1 – Renumber to rule 4 and amend the use of the club’s name with the following:

“The club will not cover a member in respect of any of the costs for which he would be covered, or could be covered in the event of the exercise of the board’s discretion, if the ship were:

- (1) fully entered in The Standard Club Europe Ltd or other insurer affording equally wide cover;*
- (2) fully entered in the War Risks Class of The Standard Club Europe Ltd or other insurer affording equally wide cover.”*



THE STANDARD CLUB ASIA LTD

**EXTRAORDINARY GENERAL MEETING OF THE P&I CLASS
29 January 2013 at 12.45 pm ('the meeting')**

Form of Proxy

The undersigned, a member of The Standard Club Asia Ltd or owners of the P&I Class of the said company, hereby appoints the chairman of the meeting or _____ to be the undersigned's proxy in the order named to vote on behalf of the undersigned at the extraordinary general meeting of the owners/members of the said company to be held at the Chateau de Guermantes, 2 Avenue de Chateau, 77600 Guermantes, France on 29 January 2013, and every adjournment thereof.

FOR	AGAINST	RESOLUTIONS
		THAT with effect from noon GMT on 20 February 2013, the Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix B to the letter to the owners/members of the company dated 19 December 2012.
		THAT with effect from noon GMT on 20 February 2013, the Offshore P&I Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix C to the letter to the owners/members of the company dated 19 December 2012.

AS WITNESS the hand of the undersigned this _____ day of _____ 201_

FOR (NAME OF MEMBER IN CAPITALS) _____

By _____

(Office) _____

Notes:-

1. If you wish any person other than the chairman to act as your proxy, please insert the name of your proxy in the space provided. If no name is inserted you will be deemed to have appointed the chairman of the meeting. A proxy need not be a member.
2. Please indicate with an X in the appropriate space how you wish your vote to be cast in respect of the Resolutions. On receipt of this form duly signed but without any specific direction how you wish your vote to be cast, the proxy will vote in favour of the Resolutions.
3. In the case of a corporation this form should either be under its seal or be signed by an authorised officer of the corporation, who should state in the line below his office (e.g., company secretary, director).
4. To be valid at the extraordinary general meeting referred to, this form must be completed, signed and deposited with the secretary of the company, 140 Cecil Street, #15-00, PIL Building, Singapore 069540 not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending and voting in person if you so wish.



THE STANDARD CLUB ASIA LTD

**EXTRAORDINARY GENERAL MEETING OF THE DEFENCE CLASS
29 January 2013 at 12.50 pm ('the meeting')**

Form of Proxy

The undersigned, a member of The Standard Club Asia Ltd, or owners of the P&I Class of the said company, hereby appoints the chairman of the meeting or _____ to be the undersigned's proxy in the order named to vote on behalf of the undersigned at the extraordinary general meeting of the owners/members of the said company to be held at the Chateau de Guermantes, 2 Avenue de Chateau, 77600 Guermantes, France on 29 January 2013, and every adjournment thereof.

FOR	AGAINST	RESOLUTION
		THAT with effect from noon GMT on 20 February 2013, the Rules of the Defence Class of the company be amended as set out in Appendix E to the letter to the owners/members of the company dated 19 December 2012.

AS WITNESS the hand of the undersigned this _____ day of _____ 201_

FOR (NAME OF MEMBER IN CAPITALS) _____

By _____

(Office) _____

Notes:-

1. If you wish any person other than the chairman to act as your proxy, please insert the name of your proxy in the space provided. If no name is inserted you will be deemed to have appointed the chairman of the meeting. A proxy need not be a member.
2. Please indicate with an X in the appropriate space how you wish your vote to be cast in respect of the Resolution. On receipt of this form duly signed but without any specific direction how you wish your vote to be cast, the proxy will vote in favour of the Resolution.
3. In the case of a corporation this form should either be under its seal or be signed by an authorised officer of the corporation, who should state in the line below his office (eg, company secretary, director).
4. To be valid at the extraordinary general meeting referred to, this form must be completed, signed and deposited with the secretary of the company, 140 Cecil Street, #15-00, PIL Building, Singapore 069540 not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending and voting in person if you so wish.