

INTERIM
MOBILE OFFSHORE DRILLING UNIT SAFETY CERTIFICATE

ISSUED IN PURSUANCE OF THE
 IMO CODE FOR THE CONSTRUCTION AND EQUIPMENT OF
 MOBILE OFFSHORE DRILLING UNITS
 UNDER THE AUTHORITY OF THE GOVERNMENT OF
Commonwealth of the Bahamas

by Malcher, Luiz O.
 Surveyor, American Bureau of Shipping

Distinctive identification (Name or number)	Type (Section 1.3 of the Code)	Port of Registry
ATLANTIC STAR 716361 C6JN6	Column Stabilized Unit	Nassau

Date on which keel was laid or unit was at a similar state of construction or on which major conversion was commenced
September 1976

THIS IS TO CERTIFY:

- That the above-mentioned unit has been duly surveyed in accordance with the applicable provisions of the Code for the Construction and Equipment of Mobile Offshore Drilling Units as modified by the guidelines of the administration for its application to existing units.
- That the survey showed that the structure, equipment, fittings, radio station arrangements and materials of the unit and the conditions thereof are in all respects satisfactory and that the unit complies with the relevant provisions of the Code as modified by the guidelines of the administration for its application to existing units.
- That the life-saving appliances provide for a total number of 100 persons and no more as follows:
 02 LIFEBOATS(TOTALLY ENCLOSED FIRE PROTECTED)CAPABLE OF ACCOMMODATING 100 PERSONS
 07 LIFERAFTS(FOR WHICH APPROVED LAUNCHING DEVICES ARE NOT REQUIRED) CAPABLE OF ACCOMMODATING 140 PERSONS
 ONE(01) RESCUE BOAT CAPABLE OF ACCOMMODATING SIX(06) PERSONS
 08(EIGHT) LIFEBOUOYS AND 105 LIFEJACKETS
- That, in accordance with section 1.4 of the Code, the provisions of the Code are modified in respect of the unit in the following manner:

This Certificate is valid until 21 November 2006 subject to Intermediate MODU surveys.

Pending issuance of Full Term by ABS Houston

Completion date of the survey on which this certificate is based: 23 September 2005



ABS

Issued at Rio de Janeiro, Brazil on 21 June 2006

The undersigned declares that he is duly authorized by the said Government to issue this Certificate.

Luiz O. Malcher
Malcher, Luiz O., Rio de Janeiro Port

American Bureau of Shipping



INTERIM CLASS CERTIFICATE

Certificate No.: 76168645-722649-001

Port of Issue : Rio de Janeiro, Brazil

Date: 21 June 2006

THIS IS TO CERTIFY

THAT I HAVE SURVEYED THE ATLANTIC STAR

OF Nassau Commonwealth of the Bahamas,

OFFICIAL NO. 716361, CALL LETTERS C6JN6, AS SHE LAY AFLOAT AT,

Campos Basin, Offshore Macae, RJ, Brazil; AND,

THAT ALL DUE SURVEYS AND OUTSTANDING RECOMMENDATIONS ON RECORD WITH THE FORMER CLASSIFICATION STATUS DATED 12 September 2005 HAVE BEEN COMPLETED; AND,

THAT I HAVE TRANSMITTED TO THE COMMITTEE OF THE AMERICAN BUREAU OF SHIPPING, NEW YORK, A REPORT STATING THAT I CONSIDER THE VESSEL TO BE FIT; AND,

THAT I HAVE RECOMMENDED THAT THE VESSEL BE CLASSED

A1, Column Stabilized Drilling Unit

THIS CERTIFICATE IS VALID UNTIL 21 November 2006, PENDING

Pending acceptance by ABS Committee and issuance of final certificates by ABS Houston Office



Luiz O. Malcher
Malcher, Luiz O., Rio de Janeiro Port

SURVEYOR

TERMS AND CONDITIONS

1. The issuance and interpretation of the interim class certificate is subject to the terms and conditions of the "Request for Classification and Agreement" (hereinafter "the Agreement") which are hereby incorporated by reference.

2. REPRESENTATIONS AS TO CLASSIFICATION

Classification is a representation by the ABS as to the structural and mechanical fitness for a particular use or service in accordance with its rules and standards. The Rules of American Bureau of Shipping are not meant as a substitute for the independent judgment of professional designers, naval architects and marine engineers nor as a substitute for the quality control procedures of shipbuilders, engine builders, steel makers, suppliers, manufacturers and sellers of marine vessels, materials, machinery or equipment. ABS, being a technical society, can only act through Surveyors or others who are believed by it to be skilled and competent.

ABS represents solely to the vessel Owner or other client (hereinafter "Client") of ABS that when assigning class it will use due diligence in the development of Rules, Guides and standards and in using normally applied testing standards, procedures and techniques as called for by the Rules, Guides, standards or other criteria of ABS for the purpose of assigning and maintaining class. ABS further represents to the Client of ABS that its certificates and reports evidence compliance only with one or more of the Rules, Guides, standards or other criteria of ABS in accordance with the terms of such certificate or report. Under no circumstances whatsoever are these representations to be deemed to relate to any third party.

3. RESPONSIBILITY AND LIABILITY

It is understood and agreed that the class certification (hereinafter referred to as "certificate") issued as part of the services rendered under the Agreement is a representation only that the vessel, structure, item of material, equipment or machinery or any other item covered by a certificate has met one or more of the rules or standards of American Bureau of Shipping and is issued solely for the use of ABS, its committees, clients or other authorized entities. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of the agreement is governed by the Rules and standards of American Bureau of Shipping who shall remain the sole judge thereof. Nothing contained in this certificate or in any report issued in contemplation of this certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto.

4. SUSPENSION AND CANCELLATION OF CLASS

The continuance of the Classification of any vessel is conditional upon the Rule requirements for periodical, damage and other surveys being duly carried out. The Committee reserves the right to reconsider, withhold, suspend, or cancel the class of any vessel or any part of the machinery for noncompliance with the Rules, for defects reported by the Surveyors which have not been rectified in accordance with their recommendations, or for nonpayment of fees which are due on account of Classification, Statutory and Cargo Gear Surveys. Suspension or cancellation of class may take effect immediately or after a specified period of time.

5. LIMITATION

ABS makes no representations beyond those contained herein and in the provisions of the request for classification regarding its reports, statements, plan review, surveys, certificates or other services.

6. TRANSFER OF CLASSIFICATION

For vessels transferring Classification to ABS, the validity of this interim certificate is subject to the recommendations or conditions of classification previously issued against the vessel being completed as specified by the previous Classification Society and by the due date.

7. HOLD HARMLESS

THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, OR HIS ASSIGNEE OR SUCCESSOR IN INTEREST, AGREES TO RELEASE ABS AND TO INDEMNIFY AND HOLD HARMLESS ABS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS OR OTHER LEGAL ENTITIES AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS INCIDENTAL TO, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE, SERVICES PERFORMED OR MATERIAL TO BE FURNISHED UNDER THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR SUBCONTRACTORS.

ANY OTHER INDIVIDUAL OR PARTY WHO CLAIMS A RIGHT HEREUNDER OR WHO CLAIMS TO BE A BENEFICIARY OF ANY PORTION OF THE SERVICES RENDERED IN CONTEMPLATION OF THIS CERTIFICATE SHALL INDEMNIFY AND HOLD ABS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS BY ANY PERSON OR ENTITY AS A RESULT OF THE SERVICES PERFORMED IN CONTEMPLATION OF THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS.

8. LIMITATION OF LIABILITY

THE COMBINED LIABILITY OF AMERICAN BUREAU OF SHIPPING, ITS COMMITTEES, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS FOR ANY LOSS, CLAIM OR DAMAGE ARISING FROM ITS NEGLIGENT PERFORMANCE OR NONPERFORMANCE OF ANY OF ITS SERVICES OR FROM BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF WORKMANLIKE PERFORMANCE IN CONNECTION WITH THOSE SERVICES, OR FROM ANY OTHER REASON, TO ANY PERSON, CORPORATION, PARTNERSHIP, BUSINESS ENTITY, SOVEREIGN, COUNTRY OR NATION, WILL BE LIMITED TO THE GREATER OF A) \$1000,000 OR B) AN AMOUNT EQUAL TO TEN TIMES THE SUM ACTUALLY PAID FOR THE SERVICES ALLEGED TO BE DEFICIENT.

THE LIMITATIONS OF LIABILITY MAY BE INCREASED UP TO AN AMOUNT TWENTY-FIVE TIMES THAT SUM PAID FOR SERVICES UPON RECEIPT OF CLIENT'S WRITTEN REQUEST AT OR BEFORE THE TIME OF PERFORMANCE OF SERVICES AND UPON PAYMENT BY CLIENT OF AN ADDITIONAL FEE OF \$10.00 FOR EVERY \$1,000.00 INCREASE IN LIMITATION.

9. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this certificate shall be put to arbitration before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Client and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an office of the other party to specify further disputes or differences under this certificate for hearing and determination. The arbitrators may grant any relief other than punitive damages which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Client hereby mutually waive any and all claims to punitive damages in any forum.

Client shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS's work in connection with this certificate and shall afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

INTERNATIONAL OIL POLLUTION PREVENTION CERTIFICATE

THIS CERTIFICATE SHALL BE SUPPLEMENTED BY A RECORD OF CONSTRUCTION AND EQUIPMENT

ISSUED UNDER THE PROVISIONS OF THE

INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, 1973,
 AS MODIFIED BY THE PROTOCOL OF 1978 RELATING THERETO AND AS AMENDED BY RESOLUTION MEPC.39(29)
 (HEREINAFTER REFERRED TO AS "THE CONVENTION")
 UNDER THE AUTHORITY OF THE GOVERNMENT OF

Commonwealth of the Bahamas

(name of the State)
 by **Malcher, Luiz O.**

Surveyor, American Bureau of Shipping

Particulars of Ship

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage ¹ a) According to footnote 2 b) According to footnote 3	Deadweight of ship (metric tons) ⁴	IMO Number
ATLANTIC STAR	716361 C6JN6	Nassau	9303	N/A	7417616

Type of ship¹

Oil Tanker

Ship other than an oil tanker with cargo tanks coming under Regulation 2(2) of Annex I of the Convention

Ship other than any of the above

THIS IS TO CERTIFY:

- That the ship has been surveyed in accordance with Regulation 4 of Annex I of the Convention;
- That the survey shows that the structure, equipment, systems, fittings, arrangement and material of the ship and the condition thereof are in all respects satisfactory and that the ship complies with the applicable requirements of Annex I of the Convention.

This Certificate is valid only when Supplement A issued at Rio de Janeiro, Brazil on 18 January 06 is attached.

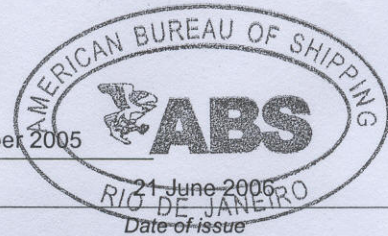
This certificate is valid until 21 November 2006 ⁵ subject to surveys in accordance with Regulation 4 of Annex I of the Convention.

Pending issuance of Full Term by ABS Houston Office

Completion date of the survey on which this certificate is based: 23 September 2005

Issued at Rio de Janeiro, Brazil on 21 June 2006

Place of issue of certificate



Luiz O. Malcher
Malcher, Luiz O., Rio de Janeiro Port

Surveyor, American Bureau of Shipping



¹ Delete as appropriate
² The above gross tonnage has been determined in accordance with the International Convention on Tonnage Measurement of Ships, 1969.
³ The above gross tonnage has been determined by the authorities of the Administration in accordance with the national tonnage rules which were in force prior to the coming into force for existing ships of the International Convention on Tonnage Measurement of Ships, 1969.
⁴ For oil tankers.
⁵ this Insert the date of expiry as specified by the Administration in accordance with regulation 8(1) of Annex I of the Convention. The day and the month of date corresponds to the anniversary date as defined in regulation 1(31) of Annex I of the Convention, unless amended in accordance with regulation 8(8) of Annex I of the Convention.