

Dated:

## WHEREAS

1) the Sellers (as defined hereinafter) have agreed to sell the Vessel (as defined hereinafter) via an online auction sale hosted by Zhejiang Shipping Exchange Market Co., Ltd and Zhoushan Yi Ge Ship Auction Co., Ltd. (collectively the "Auction Company") on 27 September 2022 (the "Auction Sale"). The website URL: <https://www.shipbid.net/English/PPXXDetail3C45CF25431146578BF103CF31B02408.html>;

2) the Buyers (as defined hereinafter) have participated and won the Auction Sale in accordance with the auction regulation and the public notice of auction published by the Auction Company (as the same may be revised by the Auction Company from time to time, the "Auction Rules"); and

3) in accordance with the Auction Rules, the Buyers have lodged an amount of US Dollars Eight Hundred Thousand (US\$800,000) as deposit for auction (the "Auction Deposit");

Glory Song Shan Limited (Name of sellers), a corporation organised and existing under the laws of the Republic of the Marshall Islands with registration number 106748, having its registered office at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 hereinafter called the "Sellers", have agreed to sell, and

[TBA], a company incorporated under the laws of [TBA] whose registered office is at [ ] (Name of buyers) or its guaranteed nominee, hereinafter called the "Buyers", have agreed to buy:

Name of vessel: **WEALTHY LOYAL**

IMO Number: **9637650**

Classification Society: **Bureau Veritas**

Class Notation: **as per the class certificate provided before Auction Sale**

Year of Build: **2012**

Builder/Yard: **Zhejiang Taitong Shipyard Co., Ltd., China**

Flag: **the Marshall Islands**

Place of Registration: **Majuro**

GT/NT: **12,320/6,056**

hereinafter called the "Vessel", on the following terms and conditions:

### **Definitions**

"Auction Deposit" shall have the meaning given in paragraph (3) of recital.

"Auction Rules" shall have the meaning given in paragraph (2) of recital.

"Auction Sale" shall have the meaning given in paragraph (1) of the recital.

"Balance" shall have the meaning given in Clause 3 (Payment).

"Banking Days" are days (which are not a Saturday or Sunday) on which banks are open for general business both in the country of the currency stipulated for the Purchase Price in Clause 1 (Purchase Price) ~~and~~ in the place of closing stipulated in Clause 8 (Documentation) ~~and~~ **[TBA]** ~~(add additional jurisdictions as appropriate).~~

"Buyers' Nominated Flag State" means **[TBA]** ~~(state flag state).~~

"Class" means the class notation referred to above.

"Classification Society" means the Society referred to above.

"Deposit" shall have the meaning given in Clause 2 (Deposit).

~~"Deposit Holder" means— (state name and location of Deposit Holder) or, if left blank, the Sellers' Bank, which shall hold and release the Deposit in accordance with this Agreement.~~

"Escrow Account" means the interest-free bank account designated by the Escrow Agent in accordance with the Escrow Agreement for the purpose of collecting and holding the Deposit and the Balance under this Agreement.

"Escrow Agent" means Zhejiang Shipping Exchange Market Co., Ltd.

"Escrow Agreement" means the escrow agreement(s) entered or to be entered into between the Sellers, the Buyers and the Escrow Agent in respect of the Deposit and the Balance under this Agreement.

"In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a registered letter, email or telefax.

"Parties" means the Sellers and the Buyers.

"Purchase Price" means the price for the Vessel as stated in Clause 1 (Purchase Price).

"Scheduled Delivery Date" means such date specified in the five (5) days' notice given by the Sellers pursuant to Clause 5(b) as the date on which the Sellers intend to tender Notice of Readiness.

"Sellers' Account" means (state details of bank account) at the Sellers' Bank.

"Sellers' Bank" means (state name of bank, branch and details) or, if left blank, the bank notified by the Sellers to the Buyers for receipt of the balance of the Purchase Price.

## 1. Purchase Price

The Purchase Price is US\$[TBA] (state currency and amount both in words and figures).

## 2. Deposit

As security for the correct fulfilment of this Agreement the Buyers shall instruct the Escrow Agent to lodge an amount equal to the Auction Deposit (the "Deposit") to the Escrow Account on the date of this Agreement. The Deposit shall then be held by the Escrow Agent in the Escrow Account and released in accordance with the terms and conditions of the Escrow Agreement. ~~Buyers shall lodge a deposit of— % ( per cent) or, if left blank, 10% (ten per cent), of the Purchase Price (the "Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3) Banking Days after the date that:~~

~~(i) this Agreement has been signed by the Parties and exchanged in original or by e-mail or telefax; and~~

~~(ii) the Deposit Holder has confirmed in writing to the Parties that the account has been opened.~~

~~The Deposit shall be released in accordance with joint written instructions of the Parties. Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the Deposit shall be borne equally by the Parties. Buyers in accordance with the terms of the Escrow Agreement. The Parties shall provide to the Deposit Holder all necessary documentation to open and maintain the account without delay.~~

### 3. Payment

~~On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of Readiness has been given in accordance with Clause 5 (Time and place of delivery and notices):~~

No later than two (2) Banking Days prior to the Scheduled Delivery Date and in any event prior to the delivery of the Vessel, the Buyers shall lodge the balance of the Purchase Price together with all other sums payable on delivery by the Buyers to the Sellers (including an estimate amount covering the payment for bunkers and lub oils in accordance with Clause 7, "the Balance") in the Escrow Account. The Balance shall be held by the Escrow Agent in the Escrow Account and released in accordance with the terms and conditions of the Escrow Agreement. The Balance shall be remitted free of bank charges, withholdings, or any other deductions whatsoever.

The Buyers shall, on delivery of the Vessel, give unconditional and irrevocable instruction to the Escrow Agent to release the Balance and the Deposit to the Sellers. Any fee charged for holding and releasing the Balance shall be borne by the Buyers in accordance with the Escrow Agreement.~~(i) the Deposit shall be released to the Sellers; and~~

~~(ii) the balance of the Purchase Price and all other sums payable on delivery by the Buyers to the Sellers under this Agreement shall be paid in full free of bank charges to the Sellers' Account.~~

### 4. Inspection

(a)\* ~~The Buyers have inspected and accepted the Vessel's classification records.~~ The Buyers have also inspected and accepted the Vessel on an "as is where is" as at the time of delivery basis ~~at/in~~ (state place) ~~on (state date) and have accepted the Vessel following this inspection~~ and the sale is outright and definite, subject only to the terms and conditions of this Agreement.

(b)\* ~~The Buyers shall have the right to inspect the Vessel's classification records and declare whether same are accepted or not within~~ (state date/period).

~~The Sellers shall make the Vessel available for inspection at/in~~ (state place/range) ~~within (state date/period).~~

~~The Buyers shall undertake the inspection without undue delay to the Vessel. Should the Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.~~

~~The Buyers shall inspect the Vessel without opening up and without cost to the Sellers.~~

~~During the inspection, the Vessel's deck and engine log books shall be made available for examination by the Buyers.~~

~~The sale shall become outright and definite, subject only to the terms and conditions of this Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from the Buyers within seventy two (72) hours after completion of such inspection or after the date/last day of the period stated in Clause 4(b)(ii), whichever is earlier.~~

~~Should the Buyers fail to undertake the inspection as scheduled and/or notice of acceptance of the Vessel's classification records and/or of the Vessel not be received by the Sellers as aforesaid, the Deposit together with interest earned, if any, shall be released immediately to the Buyers, whereafter this Agreement shall be null and void.~~

~~\*4(a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 4(a) shall apply.~~

### 5. Time and place of delivery and notices

(a) The Vessel shall be delivered by the Sellers and accepted by the Buyers on an "as is where is" as at the time of delivery basis and taken over safely afloat at a safe and accessible berth or anchorage at/in Singapore to Japan (state place/range) in the Sellers' option.

Notice of Readiness shall not be tendered before: **12 October 2022** (date)

Cancelling Date (see Clauses 5(c), 6 (a)(i), 6 (a)(iii) and 14): **30 November 2022**

- (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall provide the Buyers with ~~twenty (20), ten (10), five (5)~~ **ten (10) and five (5) and three (3)** days' estimate notice and one (1) day's definite notice of the date the Sellers intend to tender Notice of Readiness and of the intended place of delivery.

When the Vessel is at the place of delivery and physically ready for delivery in accordance with this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery.

- (c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing a new Cancelling Date. Upon receipt of such notification the Buyers shall have the option of either cancelling this Agreement in accordance with Clause 14 (Sellers' Default) within three (3) Banking Days of receipt of the notice or of accepting the new date as the new Cancelling Date. If the Buyers have not declared their option within three (3) Banking Days of receipt of the Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers' notification shall be deemed to be the new Cancelling Date and shall be substituted for the Cancelling Date stipulated in Clause 5(a).

If this Agreement is maintained with the new Cancelling Date all other terms and conditions hereof including those contained in Clauses 5(b) and 5(d) shall remain unaltered and in full force and effect.

- (d) Cancellation, failure to cancel or acceptance of the new Cancelling Date shall be entirely without prejudice to any claim for damages the Buyers may have under Clause 14 (Sellers' Default) for the Vessel not being ready by the original Cancelling Date.
- (e) Should the Vessel become an actual, constructive or compromised total loss before delivery the Deposit (and if applicable the Balance) ~~together with interest earned, if any,~~ shall be released immediately to the Buyers whereafter this Agreement shall be null and void.

6. [Intentionally omitted] **Divers Inspection / Drydocking**

- (a)\* (i) ~~The Buyers shall have the option at their cost and expense to arrange for an underwater inspection by a diver approved by the Classification Society prior to the delivery of the Vessel. Such option shall be declared latest nine (9) days prior to the Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to Clause 5(b) of this Agreement. The Sellers shall at their cost and expense make the Vessel available for such inspection. This inspection shall be carried out without undue delay and in the presence of a Classification Society surveyor arranged for by the Sellers and paid for by the Buyers. The Buyers' representative(s) shall have the right to be present at the diver's inspection as observer(s) only without interfering with the work or decisions of the Classification Society surveyor. The extent of the inspection and the conditions under which it is performed shall be to the satisfaction of the Classification Society. If the conditions at the place of delivery are unsuitable for such inspection, the Sellers shall at their cost and expense make the Vessel available at a suitable alternative place near to the delivery port, in which event the Cancelling Date shall be extended by the additional time required for such positioning and the subsequent re-positioning. The Sellers may not tender Notice of Readiness prior to completion of the underwater inspection.~~

- (ii) ~~If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, then (1) unless repairs can be carried out afloat to the satisfaction of the Classification Society, the Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules (2) such defects shall be made good by the Sellers at their cost and expense to the satisfaction of the Classification Society without condition/recommendation\*\* and (3) the Sellers shall pay for the underwater inspection and the Classification Society's attendance.~~

~~Notwithstanding anything to the contrary in this Agreement, if the Classification Society do not require the aforementioned defects to be rectified before the next class drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects against a deduction from the Purchase Price of the estimated direct cost (of labour and materials) of carrying out the repairs to the satisfaction of the Classification Society, whereafter the Buyers shall have no further rights whatsoever in respect of the defects and/or repairs. The estimated direct cost of the repairs shall be the average of quotes for the repair work obtained from two reputable independent shipyards at or in the vicinity of the port of delivery, one to be obtained by each of the Parties~~

within two (2) Banking Days from the date of the imposition of the condition/recommendation, unless the Parties agree otherwise. Should either of the Parties fail to obtain such a quote within the stipulated time then the quote duly obtained by the other Party shall be the sole basis for the estimate of the direct repair costs. The Sellers may not tender Notice of Readiness prior to such estimate having been established.

(iii) If the Vessel is to be drydocked pursuant to Clause 6(a)(ii) and no suitable dry-docking facilities are available at the port of delivery, the Sellers shall take the Vessel to a port where suitable drydocking facilities are available, whether within or outside the delivery range as per Clause 5(a). Once drydocking has taken place the Sellers shall deliver the Vessel at a port within the delivery range as per Clause 5(a) which shall, for the purpose of this Clause, become the new port of delivery. In such event the Cancelling Date shall be extended by the additional time required for the drydocking and extra steaming, but limited to a maximum of fourteen (14) days.

(b)\* — The Sellers shall place the Vessel in drydock at the port of delivery for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules. If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, such defects shall be made good at the Sellers' cost and expense to the satisfaction of the Classification Society without condition/recommendation\*\*. In such event the Sellers are also to pay for the costs and expenses in connection with putting the Vessel in and taking her out of drydock, including the drydock dues and the Classification Society's fees. The Sellers shall also pay for these costs and expenses if parts of the tailshaft system are condemned or found defective or broken so as to affect the Vessel's class. In all other cases, the Buyers shall pay the aforesaid costs and expenses, dues and fees.

(c) — If the Vessel is drydocked pursuant to Clause 6 (a)(ii) or 6 (b) above:

(i) The Classification Society may require survey of the tailshaft system, the extent of the survey being to the satisfaction of the Classification surveyor. If such survey is not required by the Classification Society, the Buyers shall have the option to require the tailshaft to be drawn and surveyed by the Classification Society, the extent of the survey being in accordance with the Classification Society's rules for tailshaft survey and consistent with the current stage of the Vessel's survey cycle. The Buyers shall declare whether they require the tailshaft to be drawn and surveyed not later than by the completion of the inspection by the Classification Society. The drawing and refitting of the tailshaft shall be arranged by the Sellers. Should any parts of the tailshaft system be condemned or found defective so as to affect the Vessel's class, those parts shall be renewed or made good at the Sellers' cost and expense to the satisfaction of Classification Society without condition/recommendation\*\*.

(ii) The costs and expenses relating to the survey of the tailshaft system shall be borne by the Buyers unless the Classification Society requires such survey to be carried out or if parts of the system are condemned or found defective or broken so as to affect the Vessel's class, in which case the Sellers shall pay these costs and expenses.

(iii) The Buyers' representative(s) shall have the right to be present in the drydock, as observer(s) only without interfering with the work or decisions of the Classification Society surveyor.

(iv) The Buyers shall have the right to have the underwater parts of the Vessel cleaned and painted at their risk, cost and expense without interfering with the Sellers' or the Classification Society surveyor's work, if any, and without affecting the Vessel's timely delivery. If, however, the Buyers' work in drydock is still in progress when the Sellers have completed the work which the Sellers are required to do, the additional docking time needed to complete the Buyers' work shall be for the Buyers' risk, cost and expense. In the event that the Buyers' work requires such additional time, the Sellers may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst the Vessel is still in drydock and, notwithstanding Clause 5(a), the Buyers shall be obliged to take delivery in accordance with Clause 3 (Payment), whether the Vessel is in drydock or not.

\*6 (a) and 6 (b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 6 (a) shall apply.

\*\*Notes or memoranda, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.

## 7. Spares, bunkers and other items

The Sellers shall deliver the Vessel to the Buyers with everything belonging to her on board and on shore. All spare parts and spare equipment including spare tail-end shaft(s) and/or spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of ~~inspection~~ delivery used or unused, whether on board or not shall become the Buyers' property, but spares on order are excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers are not required to replace spare parts including spare tail-end shaft(s) and spare propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyers. Unused stores and provisions shall be included in the sale and be taken over by the Buyers without extra payment.

Library and forms exclusively for use in the Sellers' vessel(s) and captain's, officers' and crew's personal belongings including the slop chest are excluded from the sale without compensation, as well as the following additional items: \_\_\_\_\_ (include list)

Items on board which are on hire or owned by third parties, listed as follows, are excluded from the sale without compensation: V-SAT 1 SET \_\_\_\_\_ (include list)

~~Items on board at the time of inspection which are on hire or owned by third parties, not listed above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense.~~ The Buyers shall take over remaining bunkers and unused lubricating and hydraulic oils and greases in storage tanks and unopened drums and pay either:

- (a)\* the actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or
- (b)\* ~~if such invoice or voucher cannot be provided,~~ the current net market price (excluding barging expenses) as per Platts published prices at the port of Singapore and on the third day prior ~~date of~~ delivery of the Vessel or, if unavailable, at the nearest bunkering port.

for the quantities taken over.

Payment under this Clause shall be made at the same time and place and in the same currency as the Purchase Price.

"inspection" in this Clause 7, shall mean the Buyers' inspection according to Clause 4(a) or 4(b) (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.

\* (a) and (b) are alternatives, delete whichever is not applicable. In the absence of deletions alternative (a) shall apply.

## 8. Documentation

The place of closing: **Shanghai, the People's Republic of China, or by virtual meeting in the event that a closing meeting in Shanghai is not feasible for reasons related to Covid-19.**

- (a) In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the following delivery documents:
  - (i) Two (2) Legal Bill(s) of Sale in a form recordable in the Buyers' Nominated Flag State, transferring title of the Vessel and stating that the Vessel is free from all mortgages, encumbrances and maritime liens or any other debts whatsoever, duly (1) notarially attested and legalised or apostilled or (2) if appropriate, acknowledged by the Buyers' Nominated Flag State, as required by the Buyers' Nominated Flag State;
  - (ii) One (1) original of the Minutes of the Meeting of the Sellers' Board of Directors approving the purchase of the Vessel, duly stamped or sealed, signed by each of the Director (legal representative as applicable) duly notarised, if required by the Buyer's Nominated Flag State. ~~Evidence that all necessary corporate, shareholder and other action has been taken by the Sellers to authorise the execution, delivery and performance of this Agreement;~~
  - (iii) If applicable, Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Agreement, duly (1) notarially attested and legalized or apostilled (as

appropriate) or (2) if appropriate acknowledged by the Buyers' Nominated Flag State, as required by the Buyers' Nominated Flag State;

(iv) Certificate or Transcript of Registry issued by the competent authorities of the flag state on the date of delivery evidencing the Sellers' ownership of the Vessel and that the Vessel is free from registered encumbrances and mortgages, to be faxed or e-mailed by such authority to the closing meeting with the original to be sent to the Buyers as soon as possible after delivery of the Vessel;

(v) Declaration of Class or (depending on the Classification Society) a Class Maintenance Certificate issued within three (3) Banking Days prior to delivery confirming that the Vessel is in Class free of condition/recommendation;

(vi) Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that the registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith and provide a certificate or other official evidence of deletion to the Buyers promptly and latest within ~~four (4) weeks~~ ten (10) Banking Days after the Purchase Price has been paid and the Vessel has been delivered;

(vii) A copy of the Vessel's Continuous Synopsis Record certifying the date on which the Vessel ceased to be registered with the Vessel's registry, or, in the event that the registry does not as a matter of practice issue such certificate immediately, a written undertaking from the Sellers to provide the copy of this certificate promptly upon it being issued together with evidence of submission by the Sellers of a duly executed Form 2 stating the date on which the Vessel shall cease to be registered with the Vessel's registry;

(viii) Commercial Invoice(s) for the Vessel;

(ix) Commercial Invoice(s) for bunkers, lubricating and hydraulic oils and greases;

~~(x) A copy of the Sellers' letter to their satellite communication provider cancelling the Vessel's communications contract which is to be sent immediately after delivery of the Vessel;~~

(xi) Any additional documents as may reasonably be required by the competent authorities of the Buyers' Nominated Flag State for the purpose of registering the Vessel, provided the Buyers notify the Sellers of any such documents as soon as possible after the date of this Agreement; ~~and~~

(xii) The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not black listed by any nation or international organisation;

(xii) Copy(ies) of passport(s) or ID of the attorney(s)-in-fact attending the closing meeting on behalf of the Sellers; and

(xiii) Copy of Sellers' Certificate of Incorporation, the Articles of Incorporation and adopted By-laws, including any amendments thereto;-

(b) At the time of delivery the Buyers shall provide the Sellers with:

(i) One (1) Original of the Minutes of the Meeting of the Buyers' Board of Directors approving the purchase of the Vessel, signed by each of the Director (legal representative as applicable) duly notarised and if applicable, Evidence— other evidence that all necessary corporate, shareholder and other action has been taken by the Buyers to authorise the execution, delivery and performance of this Agreement; ~~and~~

(ii) Power of Attorney of the Buyers appointing one or more representatives to act on behalf of the Buyers in the performance of this Agreement, duly notarially attested and legalised or apostilled (as appropriate);

(iii) Copy of Buyers' Certificate of Incorporation, the Articles of Incorporation and adopted By-laws, including any amendments thereto;-

(iv) Copies of passport(s) / ID of the legal representative and the attorney(s)-in-fact attending the closing meeting on behalf of the Buyers; and

(v) Any additional documents as may be reasonably required by Sellers, to be notified by Sellers latest 10 working days ahead of the delivery.

- (c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English language they shall be accompanied by an English translation by an authorised translator or certified by a lawyer qualified to practice in the country of the translated language.
- (d) The Parties shall to the extent possible exchange copies, drafts or samples of the documents listed in Sub-clause (a) and Sub-clause (b) above for review and comment by the other party not later than **ten (10) days** ~~(state number of days), or if left blank, nine (9) days~~ prior to the Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to Clause 5(b) of this Agreement.
- (e) Concurrent with the exchange of documents in Sub-clause (a) and Sub-clause (b) above, the Sellers shall also hand to the Buyers the classification certificate(s) as well as all plans, drawings and manuals, (excluding ISM/ISPS manuals), which are on board the Vessel. Other certificates which are on board the Vessel shall also be handed over to the Buyers unless the Sellers are required to retain same, in which case the Buyers have the right to take copies.
- (f) Other technical documentation which may be in the Sellers' possession shall promptly after delivery be forwarded to the Buyers at their expense, if they so request. The Sellers may keep the Vessel's log books but the Buyers have the right to take copies of same.
- (g) The Parties shall sign and deliver to each other a Protocol of Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.

## 9. Encumbrances

The Sellers warrant that the Vessel, at the time of delivery, is free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever, and is not subject to Port State or other administrative detentions. The Sellers hereby undertake to indemnify the Buyers against all consequences of claims made against the Vessel which have been incurred prior to the time of delivery.

## 10. Taxes, fees and expenses

Any taxes, fees and expenses in connection with (1) the purchase and registration in the Buyers' Nominated Flag State; and (2) any bunkers, lubricating and hydraulic oils and greases taken over by the Buyers in accordance with Clause 7 shall be for the Buyers' account, whereas similar charges in connection with the closing of the Sellers' register shall be for the Sellers' account.

## 11. Condition on delivery

The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is delivered to the Buyers, but subject to the terms and conditions of this Agreement she shall be delivered and taken over "as she was-is where is" at the time of inspection, fair wear and tear excepted delivery.

However, the Vessel shall be delivered free of cargo and free of stowaways with her Class maintained without condition/recommendation\*, free of average damage affecting the Vessel's class, and with her classification certificates and national certificates, as well as all other certificates the Vessel had at the time of inspection delivery, valid and unextended without condition/recommendation\* by the Classification Society or the relevant authorities at the time of delivery.

"Inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4(a) or 4(b) (Inspections), if applicable. If the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.

\*Notes and memoranda, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.

## 12. Name/markings

Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel markings.



### 13. Buyers' default

Should the Deposit not be lodged in accordance with Clause 2 (Deposit), the Sellers have the right to cancel this Agreement, and they shall be entitled to claim compensation for their losses and for all expenses incurred together with interest.

Should the Purchase Price not be paid in accordance with Clause 3 (Payment), the Sellers have the right to cancel this Agreement, in which case the Deposit ~~together with interest earned, if any,~~ shall be ~~released to~~**retained and forfeited by** the Sellers. If the Deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest.

### 14. Sellers' default

Should the Sellers fail to give Notice of Readiness in accordance with Clause 5(b) or fail to be ready to validly complete a legal transfer by the Cancelling Date ~~(unless such failure is caused by the Buyers' default)~~ the Buyers shall have the option of cancelling this Agreement. If after Notice of Readiness has been given but before the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not made physically ready again by the Cancelling Date and new Notice of Readiness given, the Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this Agreement, the Deposit ~~(and if applicable, the Balance) together with interest earned, if any,~~ shall be released to them immediately.

Should the Sellers fail to give Notice of Readiness by the Cancelling Date or fail to be ready to validly complete a legal transfer ~~in accordance with Clause 5 and Clause 8~~ as aforesaid ~~(unless such failure is caused by the Buyers' default)~~ they shall make due compensation to the Buyers for their loss and for all expenses together with interest if their failure is due to proven negligence and whether or not the Buyers cancel this Agreement.

### 15. Buyers' representatives

After this Agreement has been signed by the Parties and the Deposit has been lodged, the Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and expense.

These representatives are on board for the purpose of familiarisation and in the capacity of observers only, and they shall not interfere in any respect with the operation of the Vessel. The Buyers and the Buyers' representatives shall sign the Sellers' P&I Club's standard letter of indemnity prior to their embarkation.

### 16. Law and Arbitration

- (a)\* This Agreement ~~and any non-contractual obligation arising under or in connection with this Agreement~~ shall be governed by and construed in accordance with English law and any dispute, ~~controversy, difference or claim~~ arising out of or in connection with this Agreement, ~~including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligation arising out of or relating to it~~ shall be referred to ~~and finally resolved by arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.~~

The seat of arbitration shall be Hong Kong.

The number of arbitrators shall be three (3). The arbitration proceedings shall be conducted in English. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the HKIAC Small Claims Procedure current at the time when the arbitration proceedings are commenced.

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has~~

done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both Parties as if the sole arbitrator had been appointed by agreement.

~~In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~(b)\* This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the substantive law (not including the choice of law rules) of the State of New York and any dispute arising out of or in connection with this Agreement shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.~~

~~(c) — This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ (state place) and any dispute arising out of or in connection with this Agreement shall be referred to arbitration at (state place), subject to the procedures applicable there.~~

~~\*16(a), 16(b) and 16(c) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 16(a) shall apply.~~

## 17. Notices

All notices to be provided under this Agreement shall be in writing.

Contact details for recipients of notices are as follows:

For the Buyers: [TBA]

For the Sellers: [TBA]

## 18. Entire Agreement

The written terms of this Agreement comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the Vessel and supersede all previous agreements whether oral or written between the Parties in relation thereto.

Each of the Parties acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Agreement.

Any terms implied into this Agreement by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

## 19. Confidentiality

This Agreement shall be treated as strictly private and confidential, unless its existence or any of its terms is required to be disclosed by law or by the rules of any listing authority or stock exchange on which one party's share or those of any of a party's shareholder are listed or traded or reported to any regulator or regulated exchange and provided that the Parties shall be at liberty to disclose to their legal advisors, financial institutions and the Auction Company.

## 20. Amendments, waivers

No amendment or variation of this Agreement will be valid unless it is made in writing and signed by or on behalf of each party. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercises thereof or the exercise of any other right, power or privilege under this Agreement.

#### 21. Severability

If any provision of this Agreement is held to be illegal or invalid, such illegality or invalidity will not affect the other provisions of this Agreement which will remain in full force and effect.

#### 22. Successors and assigns

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assignees or transferees of the parties hereto. No party may assign or transfer any of its rights, obligations or interests hereunder without the prior written consent of the other party.

#### 23. No third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

#### 24. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

#### 25. COVID-19

If, for any reason related to the COVID-19 (Coronavirus) outbreak, or other epidemic, pandemic or infectious diseases, as declared by the World Health Organization or any local governmental or port authority, delivery of the Vessel becomes impractical or impossible by the Cancelling Date, the Parties shall mutually discuss alternative delivery options, and the Sellers shall at their cost and expense make the Vessel available at such agreed alternative place where the delivery may be carried out safely and in accordance with applicable health standards. In such event, the Cancelling Date shall be extended by the number of days equaling the total epidemics/disease related delay including without limitation the days used for re-positioning the Vessel to the new delivery location.

For and on behalf of the Sellers

For and on behalf of the Buyers

Name:

Name:

Title:

Title:

*Working copy*