

1 Dated:

2 **WHEREAS**

1) the Sellers (as defined hereunder) have agreed to sell the Vessel (as defined hereunder) via an auction sale hosted by Zhejiang Shipping Exchange Co., Ltd. and Zhoushan Yi Ge Ship Auction Co., Ltd. (collectively the "Auction Companies" and each an "Auction Company") on [Insert date of the auction sale] (the "Auction Sale");

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

3) in accordance with the Bidding Rules, the Buyers have lodged an amount of [\*] as deposit for auction (the "Bidding Deposit"); and

4) in accordance with the service agreement entered into by and between the Sellers and the Auction Companies, the Sellers agree that the Bidding Deposit lodged by the Buyers shall be held by the Transaction Service Agent (as defined hereunder) in the Transaction Service Account (as defined hereunder) and shall be released to the Sellers' Account in accordance with Clause 3 hereof.

Minyi 01 Limited (Name of sellers), a company incorporated in the British Virgin Islands and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, hereinafter called the "Sellers", have agreed to sell, and

3 [\*] (Name of buyers) [pending Buyer's COI and other related information], hereinafter called the "Buyers", have agreed to buy:

4 Name of vessel: **Agri Bright**

5 IMO Number: **9663362**

6 Classification Society: **CCS**

7 Class Notation: **As per the classification certificate provided to the Buyers**

8 Year of Build: **2013** Builder/Yard: **Zhejiang Zhenghe Shipbuilding Co., Ltd.**

9 Flag: **Marshall Islands** Place of Registration: **Majuro** GT/NT: **41,541 / 25,963**

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

11 **Definitions**

12 "Auction Companies" shall have the meaning given to such term in paragraph (1) of recital.  
"Auction Sale" shall have the meaning given to such term in paragraph (1) of recital.

"Balance Amount" means the aggregate amount of (i) balance of the Purchase Price (after deducting the Deposit) and (ii) all other sums (including an amount covering the payment for ROB in accordance with Clause 7) payable on delivery by the Buyers to the Sellers under this Agreement.

"Banking Days" are days (other than Saturdays and Sundays) on which banks are open for general business both in the country of the currency stipulated for  
13 the Purchase Price in Clause 1 (Purchase Price), and in the place of closing stipulated in Clause 8  
14 (Documentation), and Beijing, Hong Kong and [\*] (add additional jurisdictions as appropriate).

"Bidding Deposit" shall have the meaning given to such term in paragraph (3) of recital.

"Bidding Rules" shall have the meaning given to such term in paragraph (2) of recital.

15 "Buyers' Nominated Flag State" means [To be advised by the Buyers] (state flag state).

16 "Class" means the class notation referred to above.

17 "Classification Society" means the Society referred to above.

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

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

"Escrow Amount" shall have the meaning given to such term in Clause 3 (Payment).

21 "In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a  
22 registered letter or, e-mail or telefax.

23 "Parties" means the Sellers and the Buyers.

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

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

[Beneficiary:

Beneficiary Bank:

Account:

Beneficiary Swift Code: ]

26 "Sellers' Bank" means [TBA] (state name of bank, branch and details) or, if left blank, the bank

27 notified by the Sellers to the Buyers for receipt of ~~the balance of~~ the Purchase Price.

"Scheduled Delivery Date" means the date on which the Sellers intend to tender Notice of Readiness as confirmed in the five (5) days approximate notice given by the Sellers in accordance with Clause 5 of this Agreement.

"Transaction Service Account" means the bank account designated by the Transaction Service Agent in accordance with the Transaction Service Agreement for the purpose of collecting and holding the Deposit and the Balance Amount under this Agreement.

"Transaction Service Agent" means the Auction Companies.

"Transaction Service Agreement" means the transaction service agreement(s) entered or to be entered into by and between the Sellers, the Buyers and the Transaction Service Agent in respect of the Deposit and the Balance Amount under this Agreement.

28 **1. Purchase Price**

29 The Purchase Price is **USD[\*] (United States Dollars [\*])** (state currency and amount both in words and figures).

30 **2. Deposit**

31 As security for the correct fulfilment of this Agreement the Buyers shall lodge a deposit in an amount of the higher of (i)

32 10% (ten per cent) or, if left blank, 10% (ten per cent), of the Purchase Price, and (ii) USD2,000,000 (United States Dollars Two Million) (the

33 "Deposit") in an interest-bearing account for the Parties with the Deposit Holder the Transaction Service Account on the date of this Agreement. ~~within three (3)~~

34 ~~Banking Days after the date that:~~

35 ~~(i) this Agreement has been signed by the Parties and exchanged in original or by~~

36 ~~e-mail or telefax; and~~

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

38 ~~opened.~~

39 The Deposit shall be released in accordance with joint written instructions of the Parties.

40 Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the

41 Deposit shall be borne ~~equally~~ by the ~~Parties~~ **Buyers**. The Parties shall provide to the ~~Deposit Holder~~ **Transaction Service Agent**

42 all necessary documentation to open and maintain the account without delay.

43 **3. Payment**

44 The Buyers shall, no later than two (2) Banking Days prior to the Scheduled Delivery Date, lodge an amount sufficient to cover the Balance Amount (together with the Deposit, the "Escrow Amount") into the Transaction Service Account. The Escrow Amount shall be held by the Transaction Service Agent in the Transaction Service Account and released in accordance with the terms and conditions of the Transaction Service Agreement. The Escrow Amount shall be remitted free of bank charges, withholdings, or any other deductions whatsoever.

The Buyers shall, ~~On on~~ delivery of the Vessel under this Agreement, but not later than three (3) Banking Days after the date that Notice of

45 Readiness has been given in accordance with Clause 5 (Time and place of delivery and

46 notices), **give unconditional and irrevocable instruction to the Transaction Service Agent to release the Deposit and the Balance Amount to the Sellers:**

47 (i) the Deposit shall be released to the Sellers; and

48 (ii) the balance of the Purchase Price and all other sums payable on delivery by the Buyers

49 to the Sellers under this Agreement shall be paid in full free of bank charges to the

50 Sellers' Account. **Any fee charged for holding and releasing the Escrow Amount shall be born by the**

**Buyers in accordance with the Transaction Service Agreement.**

#### 51 4. Inspection

52 (a)\* The Buyers have **inspected the Vessel and** inspected and accepted the Vessel's classification records.  
The Buyers

53 have also inspected the Vessel at/in (state place) on (state date) and have

54 accepted the Vessel **on an "as is where is" as at the time of delivery basis** following this inspection and the

sale is outright and definite, subject only

55 to the terms and conditions of this Agreement.

56 (b)\* The Buyers shall have the right to inspect the Vessel's classification records and declare

57 whether same are accepted or not within (state date/period).

58 The Sellers shall make the Vessel available for inspection at/in (state place/range) within

59 (state date/period).

60 The Buyers shall undertake the inspection without undue delay to the Vessel. Should the

61 Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.

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

63 During the inspection, the Vessel's deck and engine log books shall be made available for

64 examination by the Buyers.

65 The sale shall become outright and definite, subject only to the terms and conditions of this

66 Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from

67 the Buyers within seventy two (72) hours after completion of such inspection or after the

68 date/last day of the period stated in Line 59, whichever is earlier.

69 Should the Buyers fail to undertake the inspection as scheduled and/or notice of acceptance of

70 the Vessel's classification records and/or of the Vessel not be received by the Sellers as

71 aforesaid, the Deposit together with interest earned, if any, shall be released immediately to the

72 Buyers, whereafter this Agreement shall be null and void.

73 \*4(a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions,

74 alternative 4(a) shall apply.

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

76 (a) The Vessel shall be delivered **by the Sellers and accepted by the Buyers on an "as is where is" as at the**

77 **time of delivery basis** and **shall be** taken over safely afloat at a safe and accessible berth or

anchorage **at/in Singapore - Japan range (including coastal ports of South Korea and China)** (state

place/range) in the Sellers' option. **The Sellers will use reasonable endeavour to confirm the intended**

**delivery place when they serve the three (3) days' approximate notice in accordance with this Clause 5.**

78 Notice of Readiness shall not be tendered before: **17 May 2024** (date)

79 Cancelling Date (see Clauses 5(c), 6 (a)(i), 6 (a) (iii) and 14): **31 May 2024**

80 (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall

81 provide the Buyers with ~~twenty (20)~~ ten (10), five (5) and three (3) days' **approximate** notice of the date **on**

**which** the

82 Sellers intend to tender Notice of Readiness and of the intended place of delivery.

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

85 (c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the  
86 Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing  
87 stating the date when they anticipate that the Vessel will be ready for delivery and proposing a  
88 new Cancelling Date. Upon receipt of such notification the Buyers shall have the option of  
89 either cancelling this Agreement in accordance with Clause 14 (Sellers' Default) within three (3)  
90 Banking Days of receipt of the notice or of accepting the new date as the new Cancelling Date.  
91 If the Buyers have not declared their option within three (3) Banking Days of receipt of the  
92 Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers'  
93 notification shall be deemed to be the new Cancelling Date and shall be substituted for the  
94 Cancelling Date stipulated in line 79.

95 If this Agreement is maintained with the new Cancelling Date **proposed in the Sellers' notification in this**  
96 **Clause 5(c) above**, all other terms and conditions  
97 hereof including those contained in Clauses 5(b) and 5(d) shall remain unaltered and in full  
force and effect.

98 (d) Cancellation, failure to cancel or acceptance of the new Cancelling Date shall be entirely  
99 without prejudice to any claim for damages the Buyers may have under Clause 14 (Sellers'  
100 Default) for the Vessel not being ready by the original Cancelling Date.

101 (e) Should the Vessel become an actual, constructive or compromised total loss before delivery  
102 the Deposit (**or if applicable, the Escrow Amount**) ~~together with interest earned, if any,~~ shall be released  
103 immediately to the Buyers  
whereafter this Agreement shall be null and void.

104 **6. Divers Inspection / Drydocking (Intentionally omitted)**

105 ~~(a)\*~~

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

122 ~~(ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line are~~  
123 ~~found broken, damaged or defective so as to affect the Vessel's class, then (1) unless~~  
124 ~~repairs can be carried out afloat to the satisfaction of the Classification Society, the~~  
125 ~~Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by~~  
126 ~~the Classification Society of the Vessel's underwater parts below the deepest load line,~~  
127 ~~the extent of the inspection being in accordance with the Classification Society's rules (2)~~

128 — such defects shall be made good by the Sellers at their cost and expense to the  
129 — satisfaction of the Classification Society without condition/recommendation\*\* and (3) the  
130 — Sellers shall pay for the underwater inspection and the Classification Society's  
131 — attendance.

132 — Notwithstanding anything to the contrary in this Agreement, if the Classification Society  
133 — do not require the aforementioned defects to be rectified before the next class  
134 — drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects  
135 — against a deduction from the Purchase Price of the estimated direct cost (of labour and  
136 — materials) of carrying out the repairs to the satisfaction of the Classification Society,  
137 — whereafter the Buyers shall have no further rights whatsoever in respect of the defects  
138 — and/or repairs. The estimated direct cost of the repairs shall be the average of quotes  
139 — for the repair work obtained from two reputable independent shipyards at or in the  
140 — vicinity of the port of delivery, one to be obtained by each of the Parties within two (2)  
141 — Banking Days from the date of the imposition of the condition/recommendation, unless  
142 — the Parties agree otherwise. Should either of the Parties fail to obtain such a quote within  
143 — the stipulated time then the quote duly obtained by the other Party shall be the sole basis  
144 — for the estimate of the direct repair costs. The Sellers may not tender Notice of  
145 — Readiness prior to such estimate having been established.

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

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

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

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

179 — (ii) The costs and expenses relating to the survey of the tailshaft system shall be borne by  
180 — the Buyers unless the Classification Society requires such survey to be carried out or if



181 parts of the system are condemned or found defective or broken so as to affect the  
 182 Vessel's class, in which case the Sellers shall pay these costs and expenses.  
 183 (iii) The Buyers' representative(s) shall have the right to be present in the drydock, as  
 184 observer(s) only without interfering with the work or decisions of the Classification  
 185 Society surveyor.  
 186 (iv) The Buyers shall have the right to have the underwater parts of the Vessel cleaned  
 187 and painted at their risk, cost and expense without interfering with the Sellers' or the  
 188 Classification Society surveyor's work, if any, and without affecting the Vessel's timely  
 189 delivery. If, however, the Buyers' work in drydock is still in progress when the  
 190 Sellers have completed the work which the Sellers are required to do, the additional  
 191 docking time needed to complete the Buyers' work shall be for the Buyers' risk, cost and  
 192 expense. In the event that the Buyers' work requires such additional time, the Sellers  
 193 may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst  
 194 the Vessel is still in drydock and, notwithstanding Clause 5(a), the Buyers shall be  
 195 obliged to take delivery in accordance with Clause 3 (Payment), whether the Vessel is in  
 196 drydock or not.  
 197 \*6 (a) and 6 (b) are alternatives; delete whichever is not applicable. In the absence of deletions,  
 198 alternative 6 (a) shall apply.  
 199 \*\*Notes or memoranda, if any, in the surveyor's report which are accepted by the Classification  
 200 Society without condition/recommendation are not to be taken into account.

201 **7. Spares, bunkers and other items**

202 The Sellers shall deliver the Vessel to the Buyers with everything belonging to her on board  
 203 ~~and on shore~~ **at the time of delivery of the Vessel under this Agreement.** All spare parts and spare  
 204 equipment including spare tail-end shaft(s) and/or  
 205 spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of ~~inspection~~ **delivery**  
 206 used or unused, ~~whether on board or not~~ shall become the Buyers' property, but spares on  
 207 order are excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers  
 208 are not required to replace spare parts including spare tail-end shaft(s) and spare  
 209 propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to  
 210 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.

211 Library and forms exclusively for use in the Sellers' vessel(s) and captain's, officers' and crew's  
 212 personal belongings including the slop chest are excluded from the sale without compensation,  
 213 as well as the following additional items: **[Sellers to advise before execution of MOA]**(include list)

214 Items on board which are on hire or owned by third parties, listed as follows, are excluded from  
 215 the sale without compensation: **[Sellers to advise before execution of MOA]**(include list)

216 ~~Items on board at the time of inspection which are on hire or owned by third parties, not listed~~  
 217 ~~above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense.~~

218 The Buyers shall take over remaining bunkers and unused lubricating and hydraulic oils and  
 219 greases in storage tanks and unopened drums and pay ~~either:~~

220 ~~(a) \*the last actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or~~ **if the**  
~~invoices or vouchers are not available, the Platts Singapore bunker price on the third Banking Day prior to~~  
~~the delivery date,~~

221 ~~(b) \*the current net market price (excluding barging expenses) at the port and date of delivery~~

222 ~~of the Vessel or, if unavailable, at the nearest bunkering port,~~

223 for the quantities taken over.

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

**The quantities of remaining bunkers and unused lubricating and hydraulic oils and greases remaining on board at the time of delivery shall be measured and established by a joint sounding by the Sellers and the Buyers on board the vessel on the delivery date.**

~~226 "inspection" in this Clause 7, shall mean the Buyers' inspection according to Clause 4(a) or 4(b)~~

~~227 (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this~~

~~228 Agreement shall be the relevant date.~~

~~229 \*(a) and (b) are alternatives, delete whichever is not applicable. In the absence of deletions~~

~~230 alternative (a) shall apply.~~

## 231 **8. Documentation**

232 The place of closing: **Zhoushan City, Zhejiang Province of the People's Republic of China or virtual closing meeting or at a place to be mutually agreed by the Parties**

233 (a) In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the  
234 following delivery documents:

235 (i) Legal Bill(s) of Sale in a form recordable in the Buyers' Nominated Flag State,  
236 transferring title of the Vessel and stating that the Vessel is free from all mortgages,  
237 encumbrances and maritime liens or any other debts whatsoever, duly (i) notarially attested  
238 and legalised or apostilled; **or (ii) acknowledged by the Buyers' Nominated Flag State**, as required by the  
Buyers' Nominated Flag State;

239 (ii) Evidence that all necessary corporate, shareholder and other action has been taken by  
240 the Sellers to authorise the execution, delivery and performance of this Agreement;

241 (iii) Power of Attorney of the Sellers appointing one or more representatives to act on behalf  
242 of the Sellers in the performance of this Agreement, duly (i) notarially attested and legalised  
243 or apostilled; **or (ii) acknowledged by the Buyers' Nominated Flag State** (as appropriate);

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

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

252 (vi) Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of  
253 deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that  
254 the registry does not as a matter of practice issue such documentation immediately, a  
255 written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith  
256 and provide a certificate or other official evidence of deletion to the Buyers promptly and  
257 latest within ~~four (4) weeks~~ **ten (10) Banking Days** after the Purchase Price has been paid and the Vessel has  
258 been delivered; **[SH note: this will not be provided if the Buyers' Nominated Flag State is Marshall Islands.]**



- 259 (vii) A copy of the Vessel's Continuous Synopsis Record certifying the date on which the  
260 Vessel ceased to be registered with the Vessel's registry, or, in the event that the registry  
261 does not as a matter of practice issue such certificate immediately, a written undertaking  
262 from the Sellers to provide the copy of this certificate promptly upon it being issued  
263 together with evidence of submission by the Sellers of a duly executed Form 2 stating  
264 the date on which the Vessel shall cease to be registered with the Vessel's registry;
- 265 (viii) Commercial Invoice for the Vessel;
- 266 (ix) Commercial Invoice(s) for bunkers, lubricating and hydraulic oils and greases;
- 267 (x) A copy of the Sellers' letter to their satellite communication provider cancelling the  
268 Vessel's communications contract which is to be sent immediately after delivery of the  
269 Vessel;
- 270 (xi) Any additional documents as may reasonably be required by the competent authorities of  
271 the Buyers' Nominated Flag State for the purpose of registering the Vessel, provided the  
272 Buyers notify the Sellers of any such documents as soon as possible after the date of  
273 this Agreement; and
- 274 (xii) The Sellers' letter of confirmation that to the best of their knowledge, **(i) the Vessel is not**  
275 **black listed by any nation or international organisation; and (ii) the Vessel has not touched the bottom**  
**since her last dry docking.**
- 276 (b) At the time of delivery the Buyers shall provide the Sellers with:
- 277 (i) Evidence that all necessary corporate, shareholder and other action has been taken by  
278 the Buyers to authorise the execution, delivery and performance of this Agreement **(i) duly notari- ally**  
**attested and legalised; or (ii) acknowledged, as required by the Buyers' Nominated Flag State; and**
- 279 (ii) Power of Attorney of the Buyers appointing one or more representatives to act on behalf  
280 of the Buyers in the performance of this Agreement, duly notari- ally attested and legalised  
281 or apostilled (as appropriate);
- (iii) Copies of the constitutional documents and statutory registers of the Buyers together with such other**  
**evidence as the Sellers may reasonably require that the Buyers are duly incorporated in its country of**  
**incorporation, remains in existence with power to enter into, and perform its obligations under this**  
**Agreement;**
- (iv) Copies of passport(s) / ID of the director or 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 the Sellers, to be notified by the Sellers at**  
**latest nine (9) days ahead of the delivery.**
- 282 ~~(e)~~(c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English  
283 language they shall be accompanied by an English translation by an authorised translator or  
284 certified by a lawyer qualified to practice in the country of the translated language.
- 285 (d) The Parties shall to the extent possible exchange copies, drafts or samples of the  
286 documents listed in Sub-clause (a) and Sub-clause (b) above for review and comment by the  
287 other party not later than ~~(state number of days), or if left blank,~~ nine (9) days prior to the  
288 Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to

289 Clause 5(b) of this Agreement.

290 (e) Concurrent with the exchange of documents in Sub-clause (a) and Sub-clause (b) above,  
291 the Sellers shall also hand to the Buyers the classification certificate(s) as well as all plans,  
292 drawings and manuals, (excluding ISM/ISPS manuals), which are on board the Vessel. Other  
293 certificates which are on board the Vessel shall also be handed over to the Buyers unless  
294 the Sellers are required to retain same, in which case the Buyers have the right to take copies.

295 (f) Other technical documentation which may be in the Sellers' possession shall promptly after  
296 delivery be forwarded to the Buyers at ~~their~~ the Buyers' expense, if they so request. The Sellers may keep  
297 the Vessel's log books but the Buyers have the right to take copies of same.

298 (g) The Parties shall sign and deliver to each other a Protocol of Delivery and Acceptance  
299 confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.

### 300 9. Encumbrances

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

### 306 10. Taxes, fees and expenses

307 Any taxes, fees and expenses in connection with (1) the purchase and registration in the Buyers'  
308 Nominated Flag State; and (2) any bunkers, lubricating oils and greases taken over by the Buyers in  
309 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.

### 310 11. Condition on delivery

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

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

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The Vessel shall be transferred "as is where is" in whatever condition she may be at the time of her delivery to the Buyers, and there shall not be any surviving representation or warranty, express or implied, as to her physical condition, equipment, seaworthiness or fitness for any purpose.

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The title of the Vessel shall be transferred when the Protocol of Delivery and Acceptance is signed, dated and timed by the Sellers and the Buyers.

320 "inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4(a) or  
321 4(b) (Inspections), if applicable. If the Vessel is taken over without inspection, the date of this

322 Agreement shall be the relevant date.

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

325 **12. Name/markings**

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

328 **13. Buyers' default**

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

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

337 **14. Sellers' default**

338 Should the Sellers fail to give Notice of Readiness in accordance with Clause 5(b) or fail to be  
339 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  
340 option of cancelling this Agreement. If after Notice of Readiness has been given but before  
341 the Buyers have taken delivery **of the Vessel under this Agreement**, the Vessel ceases to be physically  
ready for delivery and is not  
342 made physically ready again by the Cancelling Date and new Notice of Readiness given, the  
343 Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this  
344 Agreement, the Deposit **(and if applicable, the Escrow Amount)** ~~together with interest earned, if any,~~ shall  
be released to them  
345 immediately.

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

350 **15. Buyers' representatives**

351 After this Agreement has been signed by the Parties and the Deposit has been lodged **and with at least**  
**three (3) days prior written notice to the Sellers**, the  
352 Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and  
353 expense.

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

358 **16. Law and Arbitration**

359 (a) \*This Agreement and any non-contractual obligation arising out of or in connection with this  
360 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 obligations arising out of or relating to it shall be referred to and finally  
resolved by arbitration 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 proceeding shall be conducted in English.

In case 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.

~~shall be referred to arbitration in~~

~~361 London in accordance with the Arbitration Act 1996 or any statutory modification or re-~~  
~~362 enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~363 The arbitration shall be conducted in accordance with the London Maritime Arbitrators~~  
~~364 Association (LMAA) Terms current at the time when the arbitration proceedings are~~  
~~365 commenced.~~

~~366 The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall~~  
~~367 appoint its arbitrator and send notice of such appointment in writing to the other party requiring~~  
~~368 the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and~~  
~~369 stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own~~  
~~370 arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the~~  
~~371 other party does not appoint its own arbitrator and give notice that it has done so within the~~  
~~372 fourteen (14) days specified, the party referring a dispute to arbitration may, without the~~  
~~373 requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator~~  
~~374 and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on~~  
~~375 both Parties as if the sole arbitrator had been appointed by agreement.~~

~~376 In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 the~~  
~~377 arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at~~  
~~378 the time when the arbitration proceedings are commenced.~~

~~379 (b) \*This Agreement shall be governed by and construed in accordance with Title 9 of the~~  
~~380 United States Code and the substantive law (not including the choice of law rules) of the State~~  
~~381 of New York and any dispute arising out of or in connection with this Agreement shall be~~  
~~382 referred to three (3) persons at New York, one to be appointed by each of the parties hereto,~~  
~~383 and the third by the two so chosen; their decision or that of any two of them shall be final, and~~  
~~384 for the purposes of enforcing any award, judgment may be entered on an award by any court of~~  
~~385 competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the~~  
~~386 Society of Maritime Arbitrators, Inc.~~

~~387 In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the~~  
~~388 arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the~~  
~~389 Society of Maritime Arbitrators, Inc.~~

~~390 (c) This Agreement shall be governed by and construed in accordance with the laws of~~  
~~391 (state place) and any dispute arising out of or in connection with this Agreement shall be~~  
~~392 referred to arbitration at (state place), subject to the procedures applicable there.~~

~~393 \*16(a), 16(b) and 16(c) are alternatives; delete whichever is not applicable. In the absence of~~  
~~394 deletions, alternative 16(a) shall apply.~~

395 **17. Notices**

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

397 Contact details for recipients of notices are as follows:

398 For the Buyers: **[Pending buyers]**

399

\_\_\_\_\_ For the Sellers: **[Sellers to advise]**

#### 400 **18. Entire Agreement**

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

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

407 Any terms implied into this Agreement by any applicable statute or law are hereby excluded to  
408 the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude  
409 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, the Auction Companies and financial institutions.

#### \_\_\_\_\_ **20. Amendments and 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 thereunder 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 binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assignees or transferees of the parties thereto. 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 party who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce or to enjoy the benefit of any terms 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. Sanction Clauses

The Buyers and the Sellers each warrant and undertake to each other that they are not (nor are they owned or controlled by) a person or entity on the US OFAC list of Specially Designated Nationals and Blocked Persons nor are they listed on the consolidated list of financial sanctions and targets in the United Kingdom or in any other ways otherwise subject to the United States of America, United Kingdom, the European Union or the United Nations sanctions. The Buyers and the Sellers each additionally warrant and undertake to each other that they are not (nor are they owned or controlled by) a person or entity constituted or organized in (nor are residents or located in) a country by virtue of which the other party might be exposed to penalties arising under the United States of America, United Kingdom, the European Union or the United Nations sanctions regimes.

The Buyers warrant and undertake to the Sellers that the Buyers are purchasing the Vessel as principals and not as agent, trustee or nominee with whom transactions are prohibited or restricted or sanctioned as aforesaid.

The Sellers warrant and undertake to the Buyers that the Seller are selling the Vessel as principals and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted or sanctioned as aforesaid.

Should it become apparent that this clause has been breached by the Buyers, the Seller shall have the right to immediately cancel this Agreement and to exercise all the remedies under Clause 13 hereof (and vice versa for a Sellers' breach hereof and to exercise all the remedies under Clause 14 hereof).

For and on behalf of the Sellers

Name:

Title:

For and on behalf of the Buyers

Name:

Title: