

SALEFORM 2012

MEMORANDUM OF AGREEMENT

Norwegian Shipbrokers' Association's
Memorandum of Agreement for sale and purchase of ships



BIMCO
STANDARD FORM

PART I

1 Dated:

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 August 9th, 2024 (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 "Auction Rules");

(3) in accordance with the Auction Rules, the Buyers have lodged an amount of [USD 1,500,000.00] as deposit for auction (the "Auction Deposit");

2 **SEACON 9 LIMITED with the registered address at LEVEL 54, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG** ~~(Name of sellers)~~, hereinafter called the "Sellers", have agreed to sell, and

3 (Name of buyers), hereinafter called the "Buyers", have agreed to buy:

4 Name of vessel: **SEACON 9**

5 IMO Number: **9440394**

6 Classification Society: **CCS**

7 Class Notation:

★ **CSA** Bulk Carrier; CSR; BC-A(Holds Nos. 2, 4&6 may be Empty); GRAB[20];
Loading Computer (S, I, G); ESP; In-Water Survey

★ **CSM** AUT-0; CMS; SCM; BWMP

8 Year of Build: **2012**

Builder/Yard: **ZHEJIANG ZENGZHOU SHIPBUILDING CO., LTD.**

9 Flag: **HONG KONG, CHINA** Place of Registration: **HONG KONG** GT/NT: **42263 / 25537**

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

11 **Definitions**

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

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

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

"Auction Deposit" shall have the meaning given to such terms in paragraph (3) 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.

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

15 "Buyers' Nominated Flag State" means (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 "Transaction Service Agent ~~Deposit Holder~~" means **Auction Company** ~~(state name and location of Deposit Holder)~~ or, if left blank,
the

20 Sellers' Bank, which shall hold and release the Deposit and the Balance Amount in accordance with this Agreement and the Service Agreement.

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

"Service Agreement" means the agreement 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.

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

26 "Sellers' Bank" means (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.

28 1. Purchase Price

29 The Purchase Price is (state currency and amount both in words and figures).

30 2. Deposit

31 As security for the correct fulfilment of this Agreement the bidding deposit lodged by the Buyers into the Transaction Service
32 Account on [.] August 2024, in an amount of USD 1,500,000.00 (United States Dollars One Million and Five Hundred Thousand Only),
33 (the "Bidding Deposit"), shall be automatically converted into purchase deposit (the "Deposit") in the Transaction Service
34 Account. ~~Buyers shall lodge a deposit of~~

32 ~~%(per cent) or, if left blank, 10% (ten per cent), of the Purchase Price (the~~

33 ~~"Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3)~~

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

35 (i) this Agreement has been signed by the Parties and the Service Agreement has been signed by the Parties and the Transaction
36 Service Agent, and exchanged in original or by

36 ~~e-mail or telefax;~~ and be held by the Transaction Service Agent for the Sellers and the Buyers jointly.

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. The Parties shall provide to the Deposit Holder~~

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

43 3. Payment

44 The Balance Amount under this Agreement shall be paid to the Transaction Service Account by telegraphic transfer in accordance
45 with this Agreement and the Service Agreement (or as maybe otherwise agreed between the Sellers and the Buyers), at least two
46 (2) Banking Days prior to the expected date of delivery notified by the Sellers to the Buyers in accordance with Clause 5(b), (Time and
47 place of delivery and notices). Bank charges, for the Purchase Price together with any sum for the remaining bunkers and lubricating
48 oils as specified in Clause 7, and all other sums payable on delivery by the Buyers to the Sellers under this Agreement, if any, shall be
49 for the Buyers' account.

45 ~~On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of~~

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

46 ~~notices);~~

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. Unless otherwise agreed in writing by the Sellers and the Buyers, the Protocol of Delivery and Acceptance and Joint~~
51 ~~Release Letter duly executed by Sellers' and Buyes' authorised representatives shall be provided by the Sellers or the Buyers and~~
52 ~~presented to the Transaction Service Agent and then the Transaction Service Agent shall release the Deposit and the Balance~~
53 ~~Amount together with all other sums payable within three (3) Banking Days free of bank charges to the Sellers' Account.~~

51 4. Inspection

52 (a)* The Buyers have 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 (or deemed to have accepted the Vessel if inspection of the Vessel has not been carried out) following this
55 inspection and the sale is outright and definite, subject only
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 and taken over safely afloat at a safe and accessible berth or
77 anchorage on an "as is where is" as at the time of delivery basis at/in **Singapore - Japan (including China, Indonesia, etc.)**
range (state place/range) in the Sellers' option.

78 Notice of Readiness shall not be tendered before: **September 10th, 2024** (date)

79 Cancelling Date (see Clauses 5(c), 6 (a)(i), 6 (a) (iii) and 14): **October 10th, 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' notice with approximate delivery time and intended
82 delivery place, and provide one (1) day definite Notice of the date the
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 and the Buyers shall take delivery of the
Vessel within three (3) Banking Days of the date of such 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 all other terms and conditions
96 hereof including those contained in Clauses 5(b) and 5(d) shall remain unaltered and in full
97 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 (and if applicable, the Balance Amount) ~~together with interest earned, if any~~, shall be released immediately to the
Buyers

103 whereafter this Agreement shall be null and void.

104 **6. Divers Inspection / Drydocking**

105 (a)* The Buyers shall waive the UWI (underwater inspection) before delivery. The Sellers will issue a confirmation letter confirming to the best of their knowledge the Vessel has not grounded or touched her bottom since last dry docking.

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. All spare parts and spare equipment including spare tail-end shaft(s) and/or
204 spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of delivery inspection
205 used or unused, ~~whether on board or not~~ shall become the Buyers' property, but spares on
206 order are excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers
207 are not required to replace spare parts including spare tail-end shaft(s) and spare
208 propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to
209 delivery, but the replaced items shall be the property of the Buyers. Unused stores and
210 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: (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: **one (1) set of V-SAT system** (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) ~~for the unused lubricating and hydraulic and greases, *as per~~ the actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or ~~if the invoices or vouchers are not available from the Sellers, the selling price published by the same suppliers on the 2nd business day prior to the date of delivery to be applied.~~

221 (b) ~~for the remaining bunkers onboard, *the Platts Singapore price on the 2nd business day prior to the date of delivery to be applied, 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. The final quantities of remaining bunkers, unused lubricating and hydraulic oils and greases in storage tanks and unopened drums shall be measured jointly and agreed and signed by Sellers' and Buyers' representatives on delivery.~~

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

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: **virtual closing meeting with the acceptance of scanned copies of the delivery documentation and an undertaking from each Party to deliver the originals of the delivery documentation to the other Party promptly after closing and the delivery of the Vessel has taken place, 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) ~~Two~~ 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 notarized ~~ally attested~~
238 ~~and legalised or apostilled~~, as required by the Buyers' Nominated Flag State;

239 (ii) ~~Written Resolutions of the Board of Directors resolving the sale and transfer, duly notarized;~~ ~~Evidence that all necessary~~
240 ~~corporate, shareholder and other action has been taken by~~
241 ~~the Sellers to authorise the execution, delivery and performance of this Agreement;~~

242 (iii) Power of Attorney of the Sellers appointing one or more representatives to act on behalf
243 of the Sellers in the performance of this Agreement ~~and the Service Agreement~~, duly ~~notarially attested and legalised~~ ~~notarized;~~
244 ~~or apostilled (as appropriate);~~

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

250 (v) ~~Declaration of Class or (depending on the Classification Society) a~~ Class Maintenance
251 Certificate issued within ~~five~~ ~~three~~ (53) Banking Days prior to delivery confirming that the
252 Vessel is in Class free of condition/recommendation;

253 (vi) Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of
254 deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that
255 the registry does not as a matter of practice issue such documentation immediately, a
256 written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith
257 and provide a certificate or other official evidence of deletion to the Buyers promptly and
258 latest within ~~ten~~ ~~four~~ (104) banking days ~~weeks~~ after the Purchase Price has been paid and the Vessel has
259 been delivered;

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

266 (viii) Commercial Invoice for the Vessel;

(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, the Vessel is not
275 black listed by any nation or international organisation.
(xiii) Copies of Certificate confirming Incorporation of Company and Memorandum and Articles of Company (or equivalent document) certified as true copies by Sellers' director.-

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, duly notarized; 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 and the Service Agreement, duly notarized ~~notarially attested and legalised~~
281 ~~or apostilled (as appropriate).~~
(iii) Copies of Certificate confirming Incorporation of Company and Memorandum and Articles of Company (or equivalent document) certified as true copies by Buyers' director.
(iv) Certificate of Incumbency or similar issued by the relevant authority with which the Buyers are incorporated, stating the names of the Directors and dated not more than five (5) Banking Days before the expected time of delivery of the Vessel.

282 (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 such comments to be provided by the receiving party within three (3) Banking Days after receipt of relevant draft otherwise documents will be executed in the form of the drafts provided.

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 the Buyers' their 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 the purchase and registration in the Buyers'
308 Nominated Flag State shall be for the Buyers' account, whereas similar charges in connection
309 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 she shall be
313 delivered and taken over as she ~~is was~~ at the time of delivery inspection, fair wear and tear excepted.

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 ~~have had~~ at the time of ~~delivery inspection~~, valid and unextended without
318 condition/recommendation* by the Classification Society or the relevant authorities at the time
319 of delivery.

In case class condition/recommendation is newly added on the Vessel between the date of this contract and date of actual delivery for sale however such condition/recommendation only calls for repair at the Vessel's next schedule dock, the Sellers shall have the option either to repair same or to make a cash settlement to the Buyers in lieu of such repairs with such settlement being based on average quotation received from minimum two reputable repair yards within the agreed delivery range. The way to obtain quotation shall be based on repair plan on accordance with Class guidance and shall be disclosed to each party.

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 direct losses
331 and for direct all expenses incurred ~~together with interest~~.

332 Should the Purchase Price together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7 and all other sums payable by the Buyers not be paid 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 direct losses and for direct 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 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, 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 ~~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 as aforesaid they shall make due compensation to the Buyers
348 for their direct loss and for direct 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, the
352 Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and
353 expense in last voyage before delivery, subject to the permission from port/state authorities. The Buyers representatives shall always remain under the Captain/Master's command and shall not interfere in any respect with the Vessel's operation and schedule. 20 USD per day per person for vital charges and communication charges if any shall be paid by the Buyers and settled at actual cost on delivery.

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 Agreement shall be governed by
and construed in accordance with English law and

360 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:

399 For the Sellers:

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. Sanctions

(a) For the purpose of this Clause:

(i) "Sanctioned Activity" means any activity, service, carriage, trader or voyage subject to sanctions imposed by a Sanctioning Authority.

(ii) "Sanctioning Authority" means the United Nations, European Union, United Kingdom, the United States of America.

(iii) "Sanctioned Party" means any person, entities, bodies or vessels designated by a Sanctioning Authority.

(b) Each Party warrants to the other Party that, as the date of this Agreement and continuing until Delivery, it is:

(i) not a Sanctioned Party; and

(ii) acting as principal and not as agent, trustee or nominee of any person who is a Sanctioned Party.

(c) The Sellers warrant to the Buyers that, as the date of this Agreement and continuing until Delivery, the Vessel is not a Sanctioned Party and is not and will not be employed in any Sanctioned Activity.

(d) Breach of this Clause shall entitle the Party not in breach to terminate this Agreement and/or claim damages resulting from the breach.

20. Anti-Money Laundering Laws

The Buyers represent and warrant to the Sellers that as of the date hereof and repeat such representation and warranties up to the date of delivery of the Vessel and closing:

(i) they are not in breach of any laws or regulations relating to the Vessel and its ownership, employment, operation, management and registration, and in particular they have complied with all Anti-Money Laundering Laws and have instituted and maintained systems, controls, policies and procedures designed to: a) detect and prevent incidences of money laundering; and b) promote and achieve compliance with Anti-Money Laundering Laws;

(ii) they have not borrowed, or financed or authorised any person to directly or indirectly make available any payment to the Sellers for any purpose or in any manner that would breach any Anti-Money Laundering Laws; and

(iii) they have procured their financier (if applicable), officers, directors, or, to the best of its knowledge, employees to comply with all Anti-Money Laundering Laws.

In this Clause 20, "Anti-Money Laundering Laws" means all applicable financial record-keeping and reporting requirement, anti-money laundering statutes (including all applicable rules and regulations thereunder) and all applicable related or similar laws, rules, regulations or guidelines, of all jurisdictions including and without limitation, the United States of America, the European Union, the United Kingdom and the People's Republic of China (including without limitation, Hong Kong SAR), Singapore and which in each case are a) issued, administered or enforced by any governmental agency having jurisdiction over the Sellers and Buyers; b) of any jurisdiction in which the Sellers or the Buyers do business; or c) otherwise apply to the Sellers or the Buyers for any reason whatsoever.

21. 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 exchanged and provided that the Parties shall be at liberty to disclose to their legal advisors, the Auction Companies and financial institutions.

22. Severability

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

For and on behalf of the Sellers	For and on behalf of the Buyers
Name:	Name:
Title:	Title: