

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 [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 bidding 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; and

2 (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: **【DH GLORY】**

5 IMO Number: **【9815628】**

6 Classification Society: **【Bureau Veritas】**

7 Class Notation:

【I ~~✗~~ HULL ~~✗~~ MACH Oil tanker CPS(WBT) ESP Chemical tanker ESP Unrestricted Navigation
~~✗~~ AUT-UMS, MON-SHAFT, GREEN PASSPORT, BWT, CLEANSHIP, ICE CLASS ID ; INWATERSURVEY, VCS, IG】

8 Year of Build: **2020** Builder/Yard: **Nantong Tongbao Shipbuilding Co., Ltd.**

9 Flag: **Hong Kong** Place of Registration: **Hong Kong** GT/NT: **8944 / 4228**

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

11 **Definitions**

"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.

12 "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 (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 Amount" shall have the meaning given to such term in Clause 3 (payment). ~~"Deposit Holder"~~
20 ~~means (state name and location of Deposit Holder) or, if left blank, the~~
~~Sellers' Bank, which shall hold and release the Deposit in accordance with this Agreement.~~

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.

The bank account designated by the Sellers as following:

BENEFICIARY:

ADD:

BANK NAME:

ADDRESS:

ACCOUNT:

SWIFT CODE:

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.

Expected Delivery Date" means the date on which the Sellers intend to tender Notice of Readiness (NOR) as confirmed in the thirty (30) 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 (United States Dollars Only) net receivable to the Sellers in Cash. ~~(state currency and amount both in words and figures).~~

30 **2. Deposit (1st Installment)**

31 As security for the correct fulfilment of this Agreement the Buyers shall lodge a deposit of
32 **20 % (twenty per cent)** ~~or, if left blank, 10% (ten per cent),~~ of the Purchase Price (the

33 "Deposit" or "1st Installment"), or equivalent amount in RMB as guarantee for the Deposit in USD, in the
34 Transaction Service Account within ten (10) Banking Days after the date that:) ~~in an interest bearing account for~~
35 ~~the Parties with the Deposit Holder within three (3)~~
36 ~~Banking Days after the date that:~~
37 (i) this Agreement has been signed by the Parties and exchanged in original or by
38 e-mail or telefax; and
39 (ii) ~~the Deposit Holder~~ the Transaction Service Agreement has been signed by all the Parties and the Transaction
40 Service Agent has confirmed in writing to the Parties that the account has been
41 opened.
42 The Deposit shall be released in accordance with joint written instructions of the Parties.
43 ~~Interest, if any, shall be credited to the Buyers.~~ Any fee charged for holding and releasing the
44 Deposit shall be borne equally by the Buyers ~~Parties~~. The Parties shall provide to the Transaction Service
45 Agent ~~Deposit Holder~~
46 all necessary documentation to open and maintain the account without delay.

47 **3. Payment**

The Buyers shall, no later than two (2) Banking Days prior to the Expected Delivery Date, lodge an amount
sufficient to cover the Balance Amount (together with the Deposit, the "Transaction Amount") into the
Transaction Service Account. The Transaction 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 Transaction Amount shall be remitted free of bank charges, with holdings, or any other
deductions whatsoever.

If the "Auction Company" is chosen by the Buyers and Sellers to act as the Transaction Service Agent, the "Auction
Company" shall release the Deposit, the Balance of Purchase Price, ROB charges for the remaining bunkers and
other sums payable (if any) paid by the Buyers to the Seller's nominated account within Three (3) banking days
upon receipt of the Protocol of Delivery and Acceptance (PODA) and the Fund Transfer Confirmation Letter as
provided in the Transaction Service Agreement, jointly signed by the Buyers and the Sellers after the completion
of the Vessel's delivery.

48 On delivery of the Vessel (PODA signed), but not later than ~~Six (6)~~ three (3) Banking Days after the date that
49 Notice of
50 Readiness has been given in accordance with Clause 5 (Time and place of delivery and
51 notices):

52 (i) the Deposit shall be released to the Sellers; and
53 (ii) the balance of the Purchase Price and all other sums payable on delivery by the Buyers
54 to the Sellers under this Agreement shall be paid in full free of bank charges to the
55 Sellers' Account.

Any fee charged for holding and releasing the Transaction Amount shall be borne by the Buyers in accordance
with the Transaction Service Agreement.

56 **4. Inspection**

57 (a)* The Buyers have inspected and accepted the Vessel's classification records. The Buyers
58 have also inspected the Vessel at/in (state place) on (state date) or: The Buyers have waived the right to inspect
the Vessel and have
59 accepted the Vessel on "as is where is" basis following this inspection and the sale is outright and definite,
60 subject only
61 to the terms and conditions of this Agreement.

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

64 ~~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 ~~aforsaid, 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" basis and shall
77 be taken over safely afloat at a safe and accessible berth or
78 anchorage at/in **China** (state place/range) in the Sellers' option. The Sellers will use reasonable endeavour to
79 confirm the intended delivery place when they serve the thirty (30) days' approximate notice in accordance with
80 this Clause 5.

78 Notice of Readiness shall not be tendered before: (date)

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

80 (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall
81 provide the Buyers with thirty (30), twenty (20), ten (10), five (5) and three (3) days' approximate and one (1) day
82 definite notice of the date on which the
83 Sellers intend to tender Notice of Readiness and of the intended place of delivery.

84 When the Vessel is at the place of delivery and physically ready for delivery in accordance with
85 this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery. And the Buyers shall
86 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 twenty-four (24)
90 hours~~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 twenty-four (24) hours~~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 Clause
96 5(c) above, 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. If there are delays due to unanticipated reasons, with the consent of both the Buyers and
Sellers, the Buyers and Sellers may negotiate to set a new Cancelling Date.

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 Transaction Amount) ~~together with interest earned, if any~~, shall be released
103 immediately to the Buyers
104 whereafter this Agreement shall be null and void.

104 6. Divers Inspection / Drydocking

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 and on an as-is-where-is basis. All spare
204 parts and spare 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 ~~delivery~~inspection
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: (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: (include list) (Removal of such hired or owned equipment should not affect the
class of the vessel)

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~~:

The Buyers shall take over the remaining bunkers at:

(a) *the last actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or if not
available from the Sellers, the Platts Singapore price Four (4) Banking Days prior to the date of delivery shall be
applied.

The Buyers shall take over the lubricants, hydraulic oil and grease at:

(a) *the last actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or if such
invoices or vouchers not available from the Sellers, the last price published by their respective makers prior to
the date of delivery shall be applied.

220 ~~(a) *the actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or~~

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 live measured 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: **virtual closing meeting or XIAMEN, CHINA**

233 (a) In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the
234 following delivery documents: (as it is and subject to the availability of each document)

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 notarially attested
238 and legalised or apostilled, 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;

Board of Directors Resolution, duly notarially attested and legalised or apostilled (as appropriate);

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 notarially attested and legalised
243 or apostilled (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 TWO (2) Banking Days ~~four (4) weeks~~ after the Purchase Price has been paid and the Vessel has
258 been delivered;

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, the Vessel is not
275 black listed and sanction listed by any nation or international organisation.

(xiii) Certificate of Good Standing dated not more than 10 days prior to the date of Delivery, which will have the names of the Directors and incorporation information.

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, e.g. Board of Directors
Resolution, duly notarially attested and legalised or apostilled (as appropriate); 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 notarially attested and legalised
281 or apostilled (as appropriate).

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.

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 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.

Note: The final list of documents and the issuing date of such documents shall be subject to mutual review and agreement between the Sellers and the Buyers in due time before delivery of the Vessel.

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 remaining bunkers and unused lubricating and hydraulic oils and greases taken
over by the Buyers in accordance with Clause 7 shall be for the Buyers' account, whereas similar charges in
309 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 and taken over on an "as is where is" basis in its state and condition at the time of delivery ~~as she was at
the time of inspection, fair wear and tear excepted.~~

314 However, the Vessel shall be delivered free of cargo and cleaned and free of slop as well at time of delivery, 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 delivery inspection, valid and unextended without
318 condition/recommendation* by the Classification Society or the relevant authorities at the time
319 of delivery.

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 Remaining 1st Installment not be fully~~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 further compensation for their losses
331 and for all expenses incurred ~~together with interest~~.

332 Should the Balance Amount ~~Purchase Price~~ 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 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 the Sellers shall offer a new delivery date and the
Buyers shall have the
340 option of cancelling this Agreement or agree to the new Delivery Date as proposed by Sellers. 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 accept such new Delivery Notice or cancel this Agreement~~cancel~~. In the event
that the Buyers elect to cancel this
344 Agreement, the Deposit (and if applicable, the Transaction 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, 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.

Notwithstanding the above or any other clauses of this Agreement, the Sellers shall not in any circumstance be
responsible or liable for any consequential or special loss, damage or expense including but not limited to loss of

time, loss of profit or earnings or demurrage directly or indirectly occasioned to the Buyers.

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)
352 days prior written notice to the Sellers, the

353 Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and
354 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 shall be governed by and construed in accordance with English law and
360 any dispute arising out of or in connection with this Agreement 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: **via ShipbidNet**

Address: []

Attention: []

Email: []

399 For the Sellers: **via ShipbidNet**

Address: []

Attention: []

Email: []

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. 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 Sellers 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 Sellers shall have the right to immediately cancel this Agreement and to exercise all the remedies under Clause 13 hereof (and vice versa for a Seller's breach hereof and to exercise all the remedies under Clause 14 hereof).

20. Confidentiality

This Agreement shall be treated as strictly private and confidential among parties involved, 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 shares 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 and financial institutions.

21. 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.

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

Working Copy