
MORANDUM OF AGREEMENT – “ZHEN HUA 19”
协议— “ZHEN HUA 19”

Dated:16th, October, 2021

日期: 2021 年 10 月 16 日

Messrs. ZHEN HUA 3 SHIPPING (SVG) CO., LTD

名称: ZHEN HUA 3 SHIPPING (SVG) CO., LTD

ADD: TRUST HOUSE, 112 BONADIE STREET, KINGSTOWN, SAINT VINCENT

地址: 圣文森特金斯敦博纳迪街 112 号信托大厦

hereinafter called the ‘Sellers’,

以下称为“卖方”，

have today sold

已于今日出售

And

和

Messrs.

名称:

ADD:

地址:

hereinafter called the ‘Buyers’,

以下称为“买方”，

have today bought

已于今日购买

M.V. “ ZHEN HUA 19 ”

“振华 19” 轮

IMO NO. 8026907

国际海事组织船舶识别号码: 8026907

on the following conditions:

条件如下:

1. PRICE

价格

a. Price USD per long ton light weight include permanent ballast, LDT being 18557.77 LT. (18863.98T /1.01605). In addition ,387.65 Metric Ton scrap fixed tooling on board not included in Light weight will deliver with the vessel.

轻吨每长吨价格【 】美元，轻吨为 18557.77 长吨（18863.98 吨/1.01605），包括固定压舱物。此外，将随船交付船上报废固定工装 387.65 公吨（不包含在轻吨中）。

b. Fixed Price USD 【 】 for the remaining Fuel Oil(LSFO RMG380CST) onboard(Sellers guarantee minimum 380cst onboard is 150MT as the time of delivery).

船上剩余重油的价格为固定总价【 】美元（LSFO RMG380CST）（卖方保证交货时船存的燃料油 380CST 至少有 150 公吨）。

c.Fixed Price USD 【 】 for the remaining Gas Oil(LSMGO) onboard(Sellers guarantee minimum LSMGO is 100MT onboard as the time of delivery).

船上剩余轻油（LSMGO）的价格为固定总价【 】美元（卖方保证交货时船存的低硫柴油 LSMGO 至少有 100 公吨）。

The aggregate of the above a, b and c (the ‘Purchase Price’) shall be FIXED IN TOTAL USD【 】(say United States Dollars). In the case of RMB settlement, the fixed total price is RMB【 】。

以上 a+b+c 的总和（“购买价格”）应为固定价格共计【 】USD（大写【 】美元）。若以人民币结算，固定总价为【 】RMB（大写【 】元）

2. PAYMENT

付款

Buyers to remit the 100% (One Hundred percent) of the Purchase Price free of bank charges within 5 (five) HONGKONG banking days from the date of both parties signing this MOA by fax or email and Buyers receipt of a copy of the Vessel's Transcript of Register which evidences Sellers to be the registered owners of the Vessel, to the below bank account nominated by the Sellers.If the buyer pays for the Purchase Price in RMB, it shall be remitted to the account of Beijing Equity Exchange Co., LTD.

买方须于双方以传真或电邮方式签署本协议备忘录，且买方收到能够证明卖方为该船所登记的船舶所有人的登记证明副本之日起 5（五）个香港银行日内，将 100%（百分之一百）的购买价格，总额为 USD【 】（大写【 】美元），全额（不得扣减任何手续费）汇入卖方指定的以下银行账户。如果买方以人民币支付买船款的，需汇入北京产权交易所有限公司的账户。

Bank Details : 25/E, New World Tower I, 18 Queen's Road Central, Central, Hong Kong

银行详情：香港中环皇后大道中 18 号新世界大厦第一座 25 楼

Name of bank : BANK OF COMMUNICATIONS, HONG KONG BRANCH

银行名称：交通银行香港分行

A/c No. : 02753293102688(USD)

账号：02753293102688（美元）

Swift code : COMMHKHH

Swift 代码: COMMHKHH

BENEFICIARY: SHANGHAI ZHENHUA PORT MACHINERY (HONGKONG) CO., LTD.

收款人: 上海振华港口机械(香港)有限公司

3. INSPECTIONS

检查

The Vessel has been accepted by the Buyers with its inspection before the execution of this MOA. The sale is therefore outright subject only to the terms and conditions as stated herein.

该船舶已经买方在签署本协议前检查并接受。因此, 本协议所述出售仅受此处所述条款和条件直接约束。

4. PLACE AND TIME OF DELIVERY

交船地点和时间

The Vessel under own power shall be delivered and taken over at a safe anchorage at DUBAI,UAE in Sellers' option. Expected time of delivery 【15th November】, 2021 to 15th December, 2021 in sellers option. Date of canceling 15st December, 2021 in Sellers' option. The Sellers shall keep the Buyers well posted about the Vessel's itinerary and estimated time of delivery and give them /7/5/3 approximate and 1 days definite notice of readiness for delivery.

船舶应在卖方选择的阿联酋迪拜的安全锚地交付和接管。预期交船时间为 2021 年 11 月 15 日至 2021 年 12 月 15 日期间。由卖方选择具体日期, 解约日为 2021 年 12 月 15 日, 由卖方决定是否行使, 卖方应及时向买方通报船舶的行程和预计交船时间, 并提前 7/5/3 天发出预计交船准备就绪通知, 提前 1 天发出确定的交船准备就绪通知。

5. NOTICE OF READINESS (NOR)

准备就绪通知书(NOR)

The Vessel shall be deemed ready for delivery at the agreed place of delivery when the Seller tender the Notice of Readiness to the Buyers/Buyers' Agent by written notice, telex, email or telefax stating that the Vessel is ready in all respects for physical delivery as per this agreement. Such Notice of Readiness to be tendered during normal business hours of a working day in shanghai.

当卖方通过书面通知、电传、电子邮件或传真向买方/买方代理人提交有效的准备就绪通知书, 说明船舶在所有方面都准备好按照本协议进行实物交付, 船舶即被视为准备就绪, 可以在约定的交船地点交付。此种准备就绪通知书应在上海一个工作日的正常营业时间内提交。

The Sellers / Sellers agent shall accompany the Notice of Readiness along with the following certificates at the Port of Delivery.

卖方/卖方代理人应在发出准备就绪通知书时一并提交下列证书。

1. Certificate confirming the LDT of the Vessel is long tons or

tons as per original lightweight evidence mentioned here below.

根据下述提到的每一项原始轻吨证明，确认船舶轻吨为 长吨或 吨的证书。

a. Loading manual stamped by the Register of Shipping/ Class Society.

由船舶注册/船级社盖章的装货手册。

b. Damage Stability Calculation stamped by the Class Society.

由船级社盖章的破舱稳性计算。

Notwithstanding what LDT has been declared under this MOA, LDT proofs on board shall supercede sellers declared LDT at buyer's option. In the event there are conflicting proofs of LDT on board the Vessel, lower LDT to prevail. If there is a proof showing breakdown with gross and net LDT, then net LDT to prevail. Constants/liquids in the system not to be included in LDT. Permanent ballast to be included in the LDT.

无论根据本协议所申报的轻吨如何，船上的轻吨证明应根据买方的选择取代卖方所申报的轻吨。如果船上的轻吨证明有冲突，则以较低的轻吨为准。如果有证据表明以总轻吨和净轻吨细分，则以净轻吨为准。轻吨中不包括系统中的常态物质/液体。轻吨中包括固定压舱物。

2. Certificate from Master that neither officers nor the crew have any further claims against the Vessel and that their wages have been paid in full at the time of delivering the Vessel to the Buyers.

船长出具的证明书，证明任何船员都没有对船舶提出任何进一步的索赔，并且在向买方交付船舶时已全部支付其工资。

3. Certificate from Sellers Agents at the port of delivery confirming that at the time of delivery , they have no further claims against the Vessel and all port dues have been paid up.

卖方在交船港的代理人出具的证明，证明在交船时，其对船舶没有进一步的索赔要求，且所有港口费都已付清。

4. Document on board confirming the material and weight of working and spare propeller (if applicable) is in accordance with Clause 13.

在船的文件资料能够证实工作螺旋桨和备用螺旋桨(如适用)的材料和重量符合第 13 条。

5. Certificate confirming that the Vessel is as described in this MOA Clause 13.

证书可以证实船舶符合本协议第 13 条所述。

6. Document on Sellers letter head confirming Vessel does not have any hazardous materials and is not carrying any hazardous cargoes on board.

带有卖方信头的文件，确认船上没有任何危险材料，也没有装载任何危险货物。

6. TITLE AND RISK

所有权及风险

Title and risk to the Vessel shall pass to the Buyers upon the Vessel' s delivery to, and acceptance by, the Buyers in accordance with this MOA, which shall be evidenced by the execution of the Protocol of Delivery and Acceptance. All risks connected with the Vessel shall lie exclusively with the Sellers prior to delivery and thereafter with the Buyers.

船舶的所有权应在船舶根据本合同的约定交付买方并被买方接受时转移给买方，该种交付应通过签署交接船议定书予以证明。在交船之前，卖方应承担与船舶有关的一切风险，在交船后，买方应承担与船舶有关的一切风险。

7. DELAYS/ CANCELING

延迟/取消

Should the Sellers feel that the Vessel would not be ready to tender the valid Notice of Readiness for delivery in accordance with the condition of this Agreement then within 48 hours of Sellers notifying such position as well as the proposed extension to Buyers in writing the Buyers shall immediately declare whether they will maintain or cancel this agreement. If the Buyers elect to cancel this Agreement, the advance money/deposit shall be immediately returned to Buyers without any interest, within 5 (five) HONGKONG banking days upon receipt of the notification from the Buyer. If the Buyers elect to maintain this Agreement, or fail to declare their position in writing within 48 hours of such notification then the canceling date and time of delivery under this Agreement shall be automatically extended in accordance with the Sellers' proposed extension, in which case all other terms and conditions of the Agreement shall remain in full force and effect.

如果卖方认为船舶没有准备好按照本协议的条件提交有效的准备就绪通知书，则在卖方书面通知买方这一情况以及所提及的延期期限的 48 小时内，买方应立即声明其打算继续维持还是取消本协议。如果买方选择取消本协议，则卖方应在收到买方通知后的 5 个香港银行日内立即将预付款/保证金(无利息)退还买方。如果买方选择继续维持本协议，或未能在此通知后 48 小时内书面声明其立场，则本协议项下的解约期和交船时间将根据卖方的提议自动延长，在此情况下，本协议的所有其他条款和条件将继续完全有效。

8. ENCUMBRANCES

债务负担

The Sellers warrant that the Vessel, at the time of physical and legal delivery is free from all encumbrances and maritime liens or any other debts whatsoever. Should any claims, which have been incurred prior to the time of delivery, be made against the Vessel, the Sellers hereby undertake to unconditionally indemnify the Buyers against all consequences of such claims.

卖方保证，在实际交付和合法交付时，船舶没有任何债务负担和船舶优先权或任何其他债务。如果在交付期之前产生了针对船舶提出的任何索赔的，则卖方在此承诺无条件地向买方赔偿此类索赔的一切后果。

9. TAXES AND COSTS

税收和费用

Any taxes, fees, and expenses connected with the purchase and registration under the Buyers flag shall be for the Buyers' account whereas similar charges connected with the closing of the Sellers' register shall be for the Sellers' account.

与买卖船以及在买方船旗下进行船舶登记有关的任何税收、费用和支出应由买方承担，而与注销卖方船旗登记有关的类似费用应由卖方承担。

10. CONDITION ON DELIVERY

交船状况

The Vessel shall be delivered and taken over as she is at the time of inspection by the Buyers but safely afloat, substantially intact, without removals (except those as per prior agreement) free from hull leakages and fire damage, free of cargo, free of charter.

船舶应按照其在检验时的状况进行“现状交付”，但应在安全浮态进行交付和接管，基本完好，无拆卸（事先约定的除外），无船体泄漏和火灾损坏，无货物在船，无租船合约。

Vessel to be delivered with steam to the boilers, valid class certificates.

交船时锅炉需有蒸汽，船级证书有效。

The Sellers shall do their best to make a full disclosure of the status of Propulsion / Generating plant / Steering Systems and not intentionally withhold any material information to Buyers.

卖方应尽最大努力充分披露推进/发电设备/舵机系统的状况，不得故意向买方隐瞒任何重要信息。

11. SPARES/BUNKERS

备件/存油

The Sellers shall, deliver the Vessel to the Buyers with everything belonging to her on board at the time of delivery. All spare parts including but not limited to spare propeller, spare tail-end-shaft, spare anchor and all spare equipment belonging to the Vessel no matter whether it was used or unused shall become Buyers' property.

卖方应在交货时将船舶连同船上属于船上的一切东西交付买方。所有属于船舶的备件，包括但不限于备件螺旋桨、备件尾端轴、备件锚和所有备件设备，无论是否使用，均应为买方的财产。

The Buyer shall take over without extra payment unused stores and provisions at the port of delivery of the Vessel. The Buyers shall take over and pay the Sellers for all bunkers remaining on board, shall be as stated in Item 1(price b and c).

买方应在船舶交付港接管未使用的物料和备品，无需支付额外费用。买方应按照第 1 项（价格 b 和 c）的规定接收并向卖方支付船上剩余的所有燃料的费用。

12. DOCUMENTS

交船文件

Sellers shall hand over to the Buyers at the time of delivery the following documentation:

卖方应在交船时将下列文件交给买方:

a) **Legal Bill of Sale in favor of the Buyers certifying that the Vessel is free from all encumbrances, mortgages, maritime liens and any other debts whatsoever duly signed by the director of the Sellers or their duly appointed Attorney and dated. The full name and designation of the signatory to the Bill of Sale to be clearly specified on the Bill of Sale. Bill of Sale to be notarized, legalized, and/or apostilled.**

以买方为受益人的合法卖据，证明船舶没有任何债务负担、抵押、船舶优先权和任何其他债务，由卖方董事或其正式指定的代理人正式签名并注明日期。卖据上注明卖据签字人的全名和职位。卖据要经过公证、认证。

b) **Signed commercial invoice in duplicate certifying the details of the Vessel and the purchase price as per this MOA.**

签署的商业发票一式两份，证明船舶的详细情况和本协议下的购买价格。

c) **Certificate from the Sellers signed by them or their Attorneys-in-Fact certifying that the Vessel at the time of delivery is free from all encumbrances' maritime liens and any other debts and liabilities of any description whatsoever and indemnifying the Buyers against consequences of any claims which have been incurred prior to the delivery of the Vessel.**

由卖方或其授权代理人签署的卖方证明，证明船舶在交付时没有任何债务负担、船舶优先权和任何其他债务和责任，并赔偿买方在交付船舶之前发生的任何索赔的后果。

d) **Original Certificate of Ownership and Non-encumbrances from the Vessel's current port of registry showing sellers as owners and that there are no mortgages, maritime liens, debts, taxes, etc. whatsoever registered on the Vessel. This certificate must not be dated more than 3 (three) days prior to Sellers tendering the Notice of Readiness as per clause 6. This certificate must not reference any mortgages, maritime liens, debts whatsoever on the Vessel.**

来自船舶当前船籍港的所有权和无债务负担证明原件，表明卖方是船东，并且在该船舶上没有任何抵押、船舶优先权、债务、税收等。该证明的日期不得早于卖方根据第 6 条提交准备就绪通知书的前 3（三）天。该证明不得显示该船舶存在任何的抵押、船舶优先权和债务。

Sellers undertake to courier the original of this certificate directly to the Buyers nominated address on the date of issuance. Sellers to fax or email a copy of the certificate as well as the airway bill to the Buyers upon receipt.

卖方承诺在签发之日将本证明原件直接快递到买方指定的地址。卖方在收到证明以及寄出至买方后，应通过传真或电子邮件将证明以及邮寄空运单的复印件发送给买方。

e) **Letter of Undertaking from the Sellers stating that immediately after the sale price**

has been received in full, they will inform the master of the Vessel and their agent to deliver the said Vessel to the Buyer's representative in same condition as she is in but always safely afloat, port worthy, virtually intact, free of fire damage, free of damage, free of arms and ammunitions, free of hull leakages, free of cargo, charter free, having all her anchors, general or auxiliaries in working condition.

卖方的承诺书，声明在全额收到卖船全款后，卖方将立即通知船长及其代理人，将该船舶交付给买方代表，现状交付，始终安全漂浮，有资格进港，几乎完整，无火灾损坏，无损坏，无武器弹药，无船体泄漏，无货物，无租船，所有锚、一般或辅助设备均处于工作状态。

f) Letter of undertaking from the Sellers guaranteeing that they will submit to the Buyers a deletion certificate from the authorities of the Vessel's Port of Registry as soon as possible but not later than 4 weeks from the date of delivery.

卖方的承诺书，保证其将尽快（但不迟于交船之日起4周内）向买方提交船舶船籍港当局的注销证书。

g) Protocol of Delivery and Acceptance of the Vessel which shall be signed by the Seller's representatives.

买方代表签署的船舶交接船议定书。

h) Board of Directors minutes approving the sale, duly signed by all directors and their signatures with company stamp to be notarized.

批准本次买卖交易的董事会会议记录，由所有董事正式签署，并加盖公司印章，并予以公证。

i) Power of Attorney authorizing Seller's representatives to act on their behalf including signing delivery documents.

授权卖方代表代表其行事的委托书，授权范围包括签署交付文件。

ii) Copy of Vessel's Certificate or Transcript of Registry.

船舶证书或注册记录副本。

It is hereby mutually agreed that the Buyers shall hand to the Sellers notarized certified true copies of the following documents at the time of delivery :

双方同意，在交船时，买方应将下列文件经公证后交给卖方：

a) Board of Directors minutes approving the sale, duly signed by all directors and their signatures with company stamp to be notarized.

批准本次买卖交易的董事会会议记录，由所有董事正式签署，加盖公司印章，并予以公证。

b) Power of Attorney authorizing Buyer's representatives to act on their behalf including signing delivery documents and execute payment of the purchase price which to be notarized.

授权买方代表代表其行事的委托书，包括签署交付文件和支付货款并予以公证。

All documents exchanged between Buyers and Sellers to be in English language or a certified and notarized . English translation to accompany the original document. Non-negotiable copies of all documents to be exchanged between Buyers and Sellers by email prior to closing for comments. Item 12 d) of Sellers' documents to be sent by courier to Buyers or their nominated agents immediately upon receipt.

买卖双方交换的所有文件必须使用英语，或附上经认证和公证的英文翻译件，所有文件的不可转让副本应在交割前通过电子邮件由买卖双方交换以征求彼此的意见。卖方收到后应立即将第 12d)项卖方文件用快递寄给买方或其指定的代理人。

Closing exchange of document shall take place at Shanghai, China.

在中国上海完成文件交割。

13. DESCRIPTION OF THE VESSEL

船舶的描述

Name : ZHEN HUA 19

名称: ZHEN HUA 19

Type : HEAVY- LIFT -CARRIER

类型: 重大件运输船

Built / Builder : CHINA SHIPBUILDING
CORPORATION,Kaohsiung

建造商/建造地: 中国造船股份有限公司, 高雄

GT/NT : MT/ MT

总吨/净吨: 吨/ 吨

LOA / Beam / Depth : M/ M/ M

全长/宽度/深度: 米/ 米/ 米

LDT (in MT) : MT

轻吨 (以公吨计) : 公吨

Available proofs of LDT : Loading Manual

轻吨的证明: 装载手册

Date of Conversion : SHANGHAI/CHINA, 2006

改建日期: 上海/中国, 2006

MAIN ENGINE,

主机,

Make : TAIWAN MACHINERY MFG CORP

建造商: TAIWAN MACHINERY MFG CORP

Model : TMMC-SULZER,6RLB76-ERP

型号: TMMC-SULZER, 6RLB76-ERP

BHP : 10819KW (current:83rpm)

马力: 10819kW (当前: 83rpm)

All working(Rebuilding2007 to now) : 65621hrs

全部工作小时 (2007 年改建至今): 65621 小时

GENERATORS:

发电机:

Maker: DAIHATSU DIESEL MFG/GERMANY

制造商: DAIHATSU DIESEL MFG/德国

Model: FEK 45D-10/SAEMENS

型号: FEK45D-10/SAEMENS

TYPE: 520KW ,450V ,60HZ / 949KW,450V,60HZ

类型: 520KW, 450V, 60HZ/949KW, 450V, 60HZ

DIESEL ENGINE:

柴油机:

NO.1/MODEL:6PSHTC-26H

520Kw(CURRENT:WORKING250KW)/550KVA ,440V ,60HZ , AC;

1 号/型号: 6PSHTC-26H, 520Kw(当前: 工作 250KW)/550kVA, 440V, 60HZ,

交流;

NO.2/MODEL: 6PSHTC-26H

2 号/型号: 6PSHTC-26H

520Kw(CURRENT:WORKING250KW)/550KVA ,440V ,60HZ , AC;

520Kw (当前: 工作 250KW) /550KVA, 440V, 60HZ, 交流;

NO.3/MODEL: SULZER S20-8L

3 号/型号: SULZER S20-8L

949Kw(CURRENT:WORKING300KW)/550KVA ,440V ,60HZ , AC;

949Kw (当前: 工作 300KW) /550KVA, 440V, 60HZ, 交流;

Number : 3

数量: 3

Volts, Hz : 440V / 60HZ

伏特, 赫兹: 440V/60Hz

Kw / KVA :520 Kw/550KVA(CURRENT:WORKING300KW)

千瓦/千伏安: 520 Kw/550KVA (当前: 工作 300KW)

Permanent ballast : Yes (approximately 1900 MT. IRON)

固定压舱物: 是 (约 1900 公吨铁)

Location of all ballast tanks : under main deck ,WITH FPT & APT

所有压载舱位置: 主甲板下, 有艏尖舱和尾尖舱

Any Exclusions / Removals : yes, vast antenna

任何移除: vast 天线

Any Conversions / damages : none since 2006

任何转换/损坏: 2006 年以来无

Welded / Riveted Construction : WELDED

焊接/铆接结构: 焊接

Single / Double Skin : Single Skinned

单层/双层外壳: 单层外壳

Last 5 cargoes : Bridge cranes/RMG/RTG

最后 5 批货物: 桥式起重机/RMG/RTG

No Cargo Reefer Space : NIL

无货物冷藏箱空间: 无

Vessel laid up in last 3 years : NIL

最近 3 年停泊的船舶: 无

Material of Working propeller : Ni-AL-BRONZE

工作螺旋桨材料: 镍铝青铜

Material of Spare propeller : NIL

备用螺旋桨材料: 无

Spare anchor : ONE

备用锚: 1 只

Spare tailshaft : NIL

备用尾轴: 无

Bunkers ROB at delivery port : LSFO380CST--180MT / LSMGO--120MT (no less than LSFO380CST--150MT /LSMGO--100MT)

交付港船上存油：低硫重油 380CST--180 吨/低硫轻油--120 吨（低硫重油
380CST 不低于 150 吨/低硫轻油不低于 100 吨）

14. TOTAL/ CONSTRUCTIVE TOTAL LOSS

全损/推定全损

Should the Vessel become total or constructive total loss before delivery, this contract shall be terminated with immediate effect upon written notice from any one of the parties to the other and all monies already received by the Sellers shall be immediately returned to the Buyers without any interests incurred, after which both parties' obligations under this agreement shall be fully discharged and none of the parties shall be held in breach of this agreement or liable to the other party. Should the Vessel suffer substantial partial damage due to any reason before delivery the Buyers will have the option to cancel this agreement or ask for appropriate reduction in the Purchase Price. If the Buyers choose to cancel this agreement, all monies already received by the Sellers shall be immediately returned to the Buyers without any interests incurred, after which both parties' obligations under this agreement shall be fully discharged and none of the parties shall be held in breach of this agreement or liable to the other party.

如果船舶在交付前发生全损或推定全损，本合同应在任何一方书面通知另一方后立即终止，卖方已收到的所有款项应立即退还给买方，且不产生任何利息，在此之后，双方在本协议项下的义务应完全解除，任何一方均不会构成违约或对另一方承担责任。如果船舶在交船前由于任何原因遭受严重的部分损坏，则买方有权取消本协议或要求适当降低购买价格。如果买方选择取消本协议，卖方已收到的所有款项应立即退还买方，且不产生任何利息，此后双方在本协议项下的义务应完全解除，任何一方均不会构成违约或对另一方承担责任。

15. FORCE MAJEURE

不可抗力

If the Sellers are not able to transfer title of the Vessel or the Buyers shall be unable to accept transfer of the Vessel both in accordance with this contract due to any outbreak of war or restraints of Government and other authorities or Acts of God, military operations, epidemics or any other event including the above over which neither Buyers nor Sellers have any control which may either be temporary or permanent in nature and which may happen either the Port of Delivery and / or the recycling country, then either the Sellers or the Buyers may terminate the Contract upon written notice from one party to the other without any liability upon either party hereunder.

如果由于双方均无法控制的战争爆发、政府和其他当局限制、天灾、军事行动、疫情或包括上述事件在内的可能发生在交船港和/或回收国的任何其他暂时或永久事件而导致卖方不能按照本合同转让船舶所有权或买方不能接受船舶转让，则卖方或买方可以在一方向另一方发出书面通知后终止本合同，任何一方都不承担任何责任。

In such an event and upon termination of the Contract under the provisions of this

Clause neither Sellers nor the Buyers shall challenge such an invocation and any monies paid by Buyers shall be promptly remitted back to Buyers without interests.

在这种情况下，当合同根据本条款的规定终止时，卖方和买方均不得对此种请求提出质疑，买方支付的任何款项应在本合同约定的时间范围内迅速无息地汇回买方。

16. BUYERS DEFAULT

买方违约

Should the 100% (One Hundred percent) of the purchase price not be paid as per terms of this MOA, the Sellers have the right to cancel this contract, in which case the Buyers shall pay USD150000.00 to the Sellers as liquidated damages, in securing the payment of which the Sellers is entitled to be benefited and paid with priority from the cash security already paid by the Buyers as specified in clause 24. If the said amount does not cover the Sellers' losses, they shall be entitled to claim further compensation for their proven losses and for all proven expenses together with interest at the rate of 6% per annum.

如果买方未按本协议条款支付 100%（百分之一百）的货款，则卖方有权取消本合同，在此情况下，买方应向卖方支付 150000.00USD（大写：美元拾伍万元整）作为违约金，为保证该违约金支付义务的履行，卖方有权自买方依据本合同第 24 条已支付的现金质保担保中优先受偿。如果上述金额不能弥补卖方的损失，则卖方有权要求买方进一步赔偿其已证明的损失和所有已证明的费用以及年利率 6% 的利息。

Should the Buyers fail to take delivery of the Vessel in accordance with this MOA and such failure is not remedied within a reasonable period as notified in writing by the Sellers, the Sellers is entitled to dispose of the Vessel in any way subject to the Seller's full discretion. Upon disposing of the Vessel, if the proceeds is not sufficient to cover all fees, expenses and losses incurred and suffered by the Sellers arising out of or in relation to the breach of the Buyers, the Buyers shall be obliged to make further compensation, whereas any excess shall be reimburse to the Buyers without any interest incurred.

若买方未能按照本合同的约定接受船舶交付，且该种违约行为在经卖方书面通知的合理期限内仍未纠正的，则卖方有权按照其自行决定的任何方式处理船舶。若处理船舶所得的价款不足以弥补因买方违约而使卖方支付及遭受的全部费用、支出及损失的，则买方应进一步向卖方赔偿。反之，若有余额的，则应无息向买方返还。

17. SELLERS DEFAULT

卖方违约

If the Sellers fail to execute a legal transfer or to deliver the Vessel with everything belonging to her in the manner specified in this MOA and within the time specified by reason for which they are responsible, and always excepted those reasons related to Buyers' fault or a force majeure event, and always subject to clause 14 of this MOA, the Buyers shall have the right to cancel this contract in which case all monies already

received by the Sellers shall be returned to the Buyers together with interest at the rate of 6% per annum. However, the Sellers not be liable for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this MOA. Consequential losses or damages shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this MOA.

In any case, the Seller' s overall liabilities under this MOA shall not exceed **【 】** % of the Purchase Price.

如果卖方未能按照本协议规定的方式并在规定的时间内完成合法转让或交付船舶及随船附带的所有财产的，除非是与买方过错或不可抗力事件有关的原因引起的，或是因本合同第 14 条规定的情况所引起的，否则买方有权取消本合同，在此情况下，卖方已收到的全部款项应连同年利率 6% 的利息退还买方。但是，卖方不对因履行或不履行本协议而产生的或与之有关的任何间接损害承担责任。间接损失或损害应包括但不限于使用损失、利润损失、停产或生产损失以及保险费用，无论在本协议之日是否可预见。

在任何情况下，卖方在本合同项下所应承担的全部责任总共不应超过购买价格的 **【 】** %

18. ARBITRATION

仲裁

This MOA shall be governed by and construed in accordance with Chinese Law.

本协议应受中国法律管辖并按其解释。

Any dispute, controversy, difference or claim arising out of or relating to this MOA, 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 Shanghai International Arbitration Centre (SIAC) under the SIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Chinese law. The seat of arbitration shall be Shanghai. The number of arbitrators shall be three.

任何由本协议引起或与本协议有关的争议、纠纷、分歧或申索，包括协议的存在、有效性、解释、履行、违反或终止，或任何由本协议引起或与本协议有关的非合同义务的争议，均应提交上海国际仲裁中心(SIAC)根据提交仲裁通知时生效的上海国际仲裁中心(SIAC)管理的仲裁规则进行仲裁，并最终通过仲裁解决。本仲裁条款适用中国法律。仲裁地应为上海。仲裁员人数应为三人。

19. EXCLUSIONS/ REMOVALS

排除/清除

The Buyer shall take over without extra payment at the port of delivery unused all spare parts and spare equipment. The Vessel shall be delivered on 'as is where is' basis, virtually intact with everything on board without any removals affecting the description and the light displacement of the Vessel, but excluding crews personal effects and equipment hired by seller.

买方应在交船港免费接收未使用的所有备件和备用设备，无需支付额外费用。船舶应按“原样”交付，船上所有东西几乎完好无损，不得有任何影响船舶描述和船舶轻吨的物品移走，但不包括船员的个人物品和卖方租用的设备。

20. BUYERS REPRESENTATIVES

买方代表

The Sellers agree to allow the Buyers or their nominated representatives up to a maximum of 4 persons in number to stay on board the Vessel at Buyer's risk and expenses immediately after Buyers have paid all the amount of purchase price for familiarization purposes only. Such persons should not interfere and disrupt in any respect with the operation of the Vessel and or the duties of the crew, and should sign the Sellers' P&I Club's standard Letter of Indemnity prior to their embarkation, comply with all the port regulations of protection measures related to the COVID-19. Any time lost or cost to the Sellers caused by the Buyers' representatives should be on Buyers' account and indemnified and reimbursed by the Buyers.

卖方同意在买方交付全部购船款后立即允许买方或其指定的代表最多 4 人仅出于熟悉情况的目的留在船上，风险和费用由买方承担。此类人员不得在任何方面干扰和干扰船舶的运行和/或船员的职责，并应在登船前签署卖方保赔协会的标准赔偿函，遵守与新冠病毒相关的所有港口保护措施规定。买方代表给卖方造成的任何时间损失或费用的产生应由买方承担，并由买方赔偿。

21. COSTS

费用

Unless otherwise agreed, all costs at the Port of Delivery, prior to delivery, are on sellers' account and on buyers' account thereafter.

除另有约定外，交船前在交船港的所有费用由卖方承担，交船后由买方承担。

22. PROTOCOL OF DELIVERY AND ACCEPTANCE

交货和验收协议

The Protocol of Delivery and Acceptance will be signed at the time and place of closing by the Buyers' and Sellers' representatives.

交接船议定书将由买方和卖方代表在交割时间和地点签署。

23. CONFIDENTIALITY

保密

The details of this MOA to be kept strictly private and confidential.

本协议全部内容必须严格保密。

24. DEMOLITION GUARANTEE

拆解保证

The Vessel is sold for guaranteed demolition. The Buyers shall pay to the Sellers' designated account an amount of USD 150,000.00 (say United States Dollars ONE

HUNDRED AND FIFTY THOUSAND ONLY) within 10 days before signing the MOA as the cash security for the performance of the guaranteed demolition. The cash security shall be discharged and refunded to the Buyers within 15 working days without any interest after the Buyers providing proof for the demolition. The cash security will remain in full force and effect until the Buyer's provision of such proof.

该船舶是在保证拆解的前提下出售。买方应在签署本协议前 10 天内，向卖方指定账户支付 150000.00 美元（大写：十五万美元整），作为保证其履行拆船义务的现金质押担保。在买方提供拆除证明后，该现金质押担保解除，款项应在 15 个工作日内无息退还给买方。在买方提供此类证明前，该现金质押担保将持续有效。

The Buyers shall further provide the Sellers a weekly demolition report. If the vessel and the scrap fixed tooling on board are not demolished according to the Demolition Plan attached to this MOA due to any reason not accountable to the Sellers, the Buyers shall immediately notify the Sellers and provide the Sellers with a remedy plan which satisfy the Sellers within 【 】 days.

买方应向卖方提供每周拆除报告。如果由于任何不属于卖方责任的原因，船舶和船上的报废固定工装没有按照本协议所附的拆除计划拆除，则买方应立即通知卖方，并在【 】日内向卖方提供其所满意的补救计划。

If the Buyers fail to

如果买方未能

1) notify the Sellers; or

通知卖方；或

2) provide a remedy which satisfy the Sellers in case of any delay within 【 】 days; or

在任何迟延情况下在【 】日内提供令卖方满意的补救办法；或

3) in any case, at any stage, the demolition is delayed more than 60 days (any delay due to the reason of the Sellers shall be excluded),

在任何情况下，在任何阶段，拆除延迟超过 60 天（任何因卖方原因而延迟的，均不计算在内），

then the Buyers shall be held in breach of this MOA in which case The Buyers shall pay to the Sellers USD 1,000,000.00 (say United States Dollars ONE MILLION ONLY) as liquidated damages for its breach. The payment of such liquidated damages shall be secured with priority by the cash security paid by the Buyers under this clause 24.

则买方应被视为违反本协议，在此情况下，买方应向卖方支付 1000000.00 美元（大写：一百万美元整）作为其违约行为的违约金。该违约金有权自买方根据本第 24 条支付的现

金质押担保中优先受偿。

In case such liquidated damages cannot cover all losses, both direct and consequential, that are suffered by the Sellers, whether or not foreseeable at the date of signing this MOA, the Buyers shall further indemnify and compensate the Sellers for all such losses.

如果此类违约赔偿金不能覆盖卖方遭受的所有直接和间接损失，无论在签署本协议之日是否可预见，买方应进一步赔偿卖方的所有此类损失。

25.OTHERS

This Memorandum of Agreement is drawn up in both English and Chinese in two originals, if there is a conflict between the English and Chinese expressions, the Chinese version shall prevail.

本协议以中英文两种文字起草，一式两份，如果中英文表述有冲突，以中文版本为准。

This Memorandum of Agreement shall become effective upon execution by the duly authorized representatives of the Sellers and the Buyers.

本协议备忘录经买卖双方正式授权的代表签署后生效。

Attachment

Demolition Plan

FOR THE SELLERS

谨代表卖方

Title:

Date:

FOR THE BUYERS

谨代表买方

Title:

Date:
