

MEMORANDUM OF AGREEMENT

Norwegian Shipbrokers' Association's
Memorandum of Agreement for sale and purchase of ships.
Adopted by BIMCO in 1956. Code-name
SALEFORM 2012
Revised 1966, 1983 and 1986/87, 1993 and 2012.

- 1 Dated:
- 2 **QILU SHIPPING CO., LIMITED**, a company incorporated under the laws of Hong Kong whose registered office is situated at UNIT1015, 10F., BLOCK A, NEW MANDARIN PLAZA, NO.14 SCIENCE MUSEUM ROAD, TSIM SHA TSUI EAST, KLN, HONGKONG , hereinafter called the "Sellers", have agreed to sell, and
- 3 **(Name of buyers or their nominee)**, a company incorporated under the laws of [●] whose registered office is situated at [●], hereinafter called the "Buyers", have agreed to buy:
- 4 Name of vessel: **SHANDONG HAI TONG**
- 5 IMO Number: **9621120**
- 6 Classification Society/Class: **Lloyd's Register**
- 7 Class Notation: 100A1 BULK CARRIER, CSR, BC-A, GRAB[20], HOLD NOS. 2 AND 4 MAY BE EMPTY, ESP, SHIPRIGHT(CM, ACS(B)), *IWS, LI, EP, LMC, UMS, SHIPRIGHT BWMP(S+F), SHIPRIGHT SERS, SHIPRIGHT SCM, SHIPRIGHT(IHM-EU+).
- 8 Year of Build: **2012**
- 9 Builder/Yard: **CSC JINLING SHIPYARD**
- 10 Flag: **HONG KONG** GT/NT:**32987 / 19231**
- 11 Place of Registration: **HONG KONG**
- 12 Hereinafter called the "Vessel", on the following terms and conditions:

13 Definitions

- 14 "Banking days" are days *(which is not a Saturday or Sunday)* on which banks are open ~~both in the country of the currency stipulated for~~ *for general business in the delivery location as specified in the Notice of Readiness or mutually agreed by the Buyers and the Sellers*, The People's Republic of China incl Hong Kong and Macau, Singapore, New York, and *(parties to confirm the place to be included herein)*.
- 15 "Buyers' Nominated Flag State" means *to be advised (state flag state)*.
- 16 "Class" means the class notation referred to above.
- 17 "Classification Society" means the Society referred to above.
- 18 "Deposit" shall have the meaning given in Clause 2 (Deposit).
- 19 ~~"Deposit Holder~~ *Escrow Agent"* means *Zhoushan Yi Ge Ship Auction Co., Ltd., with address at No. 555 Wengshan Road, Lincheng Street, Dinghai District, Zhoushan City, Zhejiang Province, The People's Republic of China. (state name and location of Deposit Holder)* ~~or, if left blank, the~~
- 20 ~~Sellers' Bank~~, which shall hold and release the Deposit *and the Purchase Price and all other sums payable on delivery by the Buyers to the Sellers* in accordance with this Agreement.

"Escrow Account" means the US Dollar notified by *Zhoushan Yi Ge Ship Auction Co., Ltd. according to the Escrow Agreement.*

"Escrow Agreement" means the escrow agreement entered into between the Buyers, the Sellers and the Escrow Agent.

- 21 "In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a
22 registered letter, email or telefax.
- 23 "Parties" means the Sellers and the Buyers.
- 24 "Purchase Price" means the price for the Vessel as stated in Clause 1 (Purchase Price) .
- 25 "Sellers' Account" means *the following US Dollar account or such other bank account notified by the Sellers to the Buyers for receipt of all or any part of the payment in accordance with Clause 3 (Payment) (state details of bank account)* at the Sellers' Bank.

Bank: DBS BANK LTD., HONG KONG BRANCH (HONG KONG BRANCH CODE 185)
Bank Add.: 18F, THE CENTER, 100 QUEEN'S ROAD CENTRAL, CENTRAL, HONG KONG
Account number: 30014825288
Swift Code: DBSSHKHH
Account Name: QILU SHIPPING CO., LIMITED
Beneficiary Add.: UNIT 1015, 10/F, BLOCK A, NEW MANDARIN PLAZA, NO. 14 SCIENCE MUSEUM ROAD
TSIM SHA TSUI EAST KL, HONG KONG

- 26 ~~"Sellers' Bank" means (state details 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 **USD ***** (United States Dollars *****only)** (state currency and amount
30 both in words and figures) .

31 **2. Deposit**

- 32 As security for the correct fulfilment of this Agreement ~~the Buyers shall lodge a deposit of~~
33 ~~% (per cent) or, if left blank, 20% (twenty per cent), of the Purchase Price (the~~
34 ~~"Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3)~~
~~Banking Days after the date that:~~

the bidding deposit lodged by the Buyers into the Escrow Account on November[●], 2021, in an amount of USD [●] (United States Dollars [●] only) (the "Bidding Deposit"), shall be automatically converted into purchase deposit (the "Deposit") in the interest-free account (the "Escrow Account") after the date that:

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

The Buyers hereby confirm that the bidding deposit paid by the Buyers to the Escrow Agent in accordance with the Auction Regulation and the Public Auction Notice shall automatically turn into the Deposit under this MOA once the MOA is duly signed by the Buyers and the Sellers.

43 **3. Payment**

44 *The balance of the Purchase Price and all other sums payable on delivery by the Buyers to the Sellers under this Agreement shall be remitted to the Escrow Account by telegraphic transfer in accordance with this agreement (or as may be otherwise agreed between the Sellers and the Buyers), not later than two (2) Banking Day before the delivery date stipulated in the Notice of Readiness that has been given in accordance with Clause 5 (Time and place of delivery and notices).*

45 *Unless otherwise agreed by the Sellers and the Buyers, on delivery date, the [Protocol of Delivery and Acceptance] evidencing the delivery under this Agreement shall be executed by the Sellers and the Buyers. A true copy of the [Protocol of Delivery and Acceptance], signed by the Buyers and the Sellers on delivery, shall be provided by the Sellers and presented to the Escrow Agent who shall release the balance of the Purchase Price and all other sums payable upon such receipt within three (3) Banking Days together with the Deposit to the Sellers' Account.*

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

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 *released* paid by *the Escrow Agent* in full free of bank
50 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 following this inspection* and the sale is outright and definite, subject only
55 to the terms and conditions of this Agreement.

56 **(b)** *The Buyers *have waived the right of the inspection and shall accept and take over the Vessel at the condition "as is where is" in the port/place of delivery, and the sale is outright and definite, subject only to the terms and conditions of this Agreement.* ~~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(b) 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 in *Singapore – Japan range (including China and Korea)* in the Sellers' option.

78 Notice of Readiness shall not be tendered before: *Dec. 1st, 2021*

79 Cancelling Date (see Clauses 5(c), 6(a)(iii) and 14: *Jan. 31st, 2022*

80 **(b)** The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall
81 provide the Buyers with *fifteen (15), ten (10), five (5) and three (3) days' approximate notice and one*
(1) day definite notice of the date the

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

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

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

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

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

132 ~~Notwithstanding anything to the contrary in this Agreement, if the Classification Society
do not require the aforementioned defects to be rectified before the next class
drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects~~

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 for
139 the repair work obtained from two reputable independent shipyards at or in the vicinity of
140 the port of delivery, one to be obtained by each of the Parties within two (2) Banking
141 Days from the date of the imposition of the condition/recommendation, unless the Parties
142 agree otherwise. Should either of the Parties fail to obtain such a quote within the
143 stipulated time then the quote duly obtained by the other Party shall be the sole basis for
144 the estimate of the direct repair costs. The Sellers may not tender Notice of Readiness
145 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 the 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 Seller 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 lead 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 loadline 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 Society 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' costs and expense to the satisfaction of the
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 Buyer's 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 on the date of this agreement.
205 used or unused, whether on board or not, shall become the Buyers' property, but spares on
206 order are to be 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: *(To be advised)*.

214 Items on board which are on hire or owned by third parties, listed as follows, are excluded from
215 the sale without compensation:

- Marinesat S100-X7 & Iridium Pilot, one(1) set.
- Paris Mini Server, one(1) set. (Others if any, to be advised)

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 oils and hydraulic oils and
219 greases in storage tanks and unopened drums and pay *as follows*:

220 **(a)** For bunkers on board

the actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or if
invoices or vouchers are unavailable, then the Platts Shanghai price on the 4th business day prior to
the date of delivery to be applied.

221 **(b)** For unused lubricating oils, hydraulic oils and greases

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

222 Payment under this Clause shall be made at the same time and place and in the same

223 currency and manner as the Purchase Price, according to the estimated quantities of the Master. The
224 actual quantities for bunkers, lubricating oils, hydraulic oils and greases shall be confirmed at the time of
225 delivery, at the presence of one representative from Buyers and one representative from Sellers. The
difference between estimated quantities and actual quantities to be settled accordingly.

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: *To be confirmed*

233 (a) In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the
234 following delivery documents: *(The required documents to be confirmed)*

235 **(i)** Original 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;~~
- (A) the copy of the articles of association and certificate of incorporation of the Sellers, in each case signed by one director of the Sellers;*
- (B) the original written resolutions of the board of directors (or share holders) of the Sellers resolving the sale and transfer of the Vessel, notarized by the local legal notary office in Hong Kong;*
- 241 (iii) the *original* Power of Attorney of the Sellers appointing one or more representatives to act on
242 behalf
243 of the Sellers in the performance of this Agreement, duly ~~notarially attested and legalised~~
244 ~~or apostilled (as appropriate)~~ *notarized by the local legal notary office in Hong Kong;*
- 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 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 *ten (10)* 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 Issued latest within ~~fourteen (14)~~ *ten (10)* Banking Days after the Purchase Price has been paid
258 and the Vessel has been delivered.
- 259 (vii) 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 canceling the

- 268 Vessel's communications contract which is to be sent immediately after delivery of the
269 Vessel;
- 270 **(xi)** The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not
271 black listed by any nation or international organization, *and the Vessel has not touched the bottom
or grounded since last dry docking.*
- 272 **(xii)** Good Standing Certificate issued by the flag state within ~~three (3)~~ *ten(10)* Banking Days prior to
delivery.
- 273 **(xiii)** Certificate of Incumbency issued by the flag state or Company Particulars Report download from
Hong Kong registry within ~~three (3)~~ *ten(10)* Banking Days prior to delivery.(
- 274 **(xiv)** ~~Buyers notify the Sellers of any such documents as soon as possible after the date of~~
275 ~~this Agreement;~~ and Any additional documents as may reasonably be required by the
competent authorities of the Buyers' Nominated Flag State for the purpose of registering the
Vessel,, provided the Buyers notify the Sellers of any such documents as soon as possible
after the date of this Agreement but latest 10 banking days before the expected day of
delivery
- 275 **(b)** At the time of delivery the Buyers shall provide the Sellers with:
- 277 **(i)** ~~Evidence~~ Original of the buyers' BOD resolution confirming 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; 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 apositilled (as appropriate).
- (iii) Articles of Incorporation of the Buyers certified as true copy by the Companies Director or
Secretary;
- (iv) Certificate of Incumbency or similar issued by the relevant authority with which the Buyers
are incorporated, stating the names of the Directors ad dated not more than *ten (10)* 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 authorized 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
288 the 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 the
294 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.

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 (Referring to the Class Status report dated Nov. 3, 2021)**

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 was at the time of 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* (save for the those stated in the Survey Status Report
generated by Lloyd's Register on Nov. 3, 2021 in respect of the Vessel, which to be further settled
between the Sellers and the Buyers), free of average damage affecting the Vessel's
316 Class, and with her classification certificates and national certificates, as well as all other
317 certificates the Vessel had at the time of inspection, valid and unextended without
318 condition/recommendation* by the Classification Society or the relevant authorities at the time
319 of delivery.

320 "inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4(a) or
321 4(b) (Inspection), 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.

The Vessel to be delivered with her cargo holds swept only, but cargo residues can be in drums for further disposal by the Buyers. For avoidance of any misunderstanding, dust and/or limited quantity of fine cargo is not to be considered as cargo residue.

325 **12. Name/markings**

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

328 **13. Buyers' default**

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

332 Should the Purchase Price *and* all other sums payable on delivery 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 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 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~~ *refunded* 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 loss and for all expenses together with interest if their failure is due to proven
349 negligence and whether or not the Buyers cancel this Agreement.

350 **15. Buyers' representatives**

351 After this Agreement has been signed by the Parties, *and* the Deposit has been lodged, the
352 Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and
353 Expense, however, always strictly conform to the epidemic prevention requirements of WHO, local port
authorities and Owners' management company.

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 the 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.~~

(i) This agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this agreement shall be referred exclusively to arbitration in Hong Kong in accordance with the Arbitration Ordinance (Cap.609) or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be Hong Kong even where any hearing takes place in another jurisdiction.

(ii) The reference shall be to three (3) arbitrators unless the parties agree otherwise.

(iii) The arbitration shall be conducted in accordance with the Hong Kong Maritime Arbitration Group Terms.

(iv) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Hong Kong Maritime Arbitration Group Small Claims Procedure.

(v) The terms and procedures referred to in subclauses (iii) and (iv) shall be those current at the time when the arbitration proceedings are commenced.

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:

Address:

Telephone:

E-mail:

Attention:

399 For the Sellers:

Address:

Telephone:

E-mail:

Attention:

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 be legally made. Nothing in this Clause shall limit or exclude
409 any liability for fraud.

19. COVID pandemic Clause

This Agreement is executed in times of unprecedented business interruptions and travel limitations due to the COVID-19 pandemic. It is the parties' declared intention and understanding to work closely together to perform fully under this Agreement and complete this transaction, finding mutually workable solutions for any unforeseeable challenges caused by such interruptions or limitations.

The Sellers and the Buyers undertake to cooperate to find reasonable solutions to any material impediment that may arise as a consequence of the restrictions that may be officially imposed by Governmental authorities due to the COVID-19 pandemic, including but not limited to identifying an alternative place of delivery and/or time of delivery (including cancelling date) so to enable both Parties to manage such restrictions.

If due to Sellers' sole reason that the Vessel cannot be delivered, the related costs/expenses for making the Vessel able to be delivered, shall be on Sellers' account. If due to Buyers' sole reason that the Vessel cannot be delivered, the related costs/expenses for making the Vessel able to be delivered, shall be on Buyers' account. In case, the intended delivery place become impossible for delivery after Sellers have tendered their Notice of Readiness, the costs/expenses for making the Vessel able to be smoothly and successfully delivered shall be shared equally by the Buyers and Sellers. And both Parties shall endeavor and cooperate to the best of their capability to find a mutually agreed and acceptable commercial solution.

Any such arrangements to be settled and mutually agreed in the form of an Addendum to this Memorandum of Agreement.

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. Severability

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

22. Counterparts

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

23. Successors and assigns

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

This agreement is valid only after being duly signed and stamped by both parties.

Some logical amendments based on the actual situation of the parties will be allowed to this Agreement upon the completion of the Bidding.

For and on behalf of the Sellers

For and on behalf of the Buyers

Name:

Name:

Title:

Title: