

Dated:

Jinhai 1259 Limited, a company incorporated under the laws of the Marshall Islands whose registered office is situated at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, ~~-(Name of sellers),~~ hereinafter called the "Sellers", have agreed to sell, and

[•], a company incorporated under the laws of [•] whose registered office is situated at [•] ~~-(Name of buyers),~~ hereinafter called the "Buyers", have agreed to buy:

Name of vessel: **Jin Yun**

IMO Number: **9590230**

Classification Society: **China Classification Society**

Class Notation: **Bulk Carrier; CSR; BC-A (Holds No.2 & 4 may be empty; Grab (20); Loading Computer (S,I,G); ESP; In-Water Survey; BWMP AUT-0; SCM**

Year of Build: **2012**

Builder/Yard: **China Changjiang National Shipping (Group) Corporation Jinling Shipyard**

Flag: **Hong Kong**

Place of Registration: **Hong Kong**

GT/NT: **33042/19132**

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

## Definitions

"Anti-Money Laundering Laws" shall have the meaning given to it in clause 22.

"Auction Confirmation" means the confirmation to be entered into between the Bidding Company and the Buyers which contains the bidding result and the specific bidding details.

"Auction Regulation" means all the details published by the Bidding Company on its website below, including but not limited to "Announcement", "Bidding Rules", "Special Provisions", "Technical Report", "Supplement", etc.

The website URL: [https://www.shipbid.net/English/PPXXDetail5C2BB5577A7C4BC181010C4EB1F92117.html].

"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 the Purchase Price in Clause 1 (Purchase Price) and in the place of closing stipulated in Clause 8 (Documentation) and 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) (add additional jurisdictions as appropriate).~~

"Bidding Company" means Zhejiang Shipping Exchange Co., Ltd., with address at No. 555 Wengshan Road, Lincheng Street, Dinghai District, Zhoushan City, Zhejiang Province, The People's Republic of China.

"Buyers' Nominated Flag State" means **to be advised** (state flag state).

"Class" means the class notation referred to above.

"Classification Society" means the Society referred to above.

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

"Deposit Holder Escrow Agent" means Zhejiang Shipping Exchange 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 Sellers' Bank, which shall hold and release the Deposit, 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 interest-free US Dollars bank account notified by Zhejiang Shipping Exchange Co., Ltd..

"In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a registered letter, email or telefax.

"Parties" means the Sellers and the Buyers.

"Public Auction Notice" means the public auction notice issued by the Bidding Company on \_\_\_\_\_ 2022.

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

"Prohibited Person" shall have the meaning given to it in clause 19(c).

"Sellers' Account" means **the Sellers' US Dollars account with the following details:** (state details of bank account)

Bank: Industrial and Commercial Bank of China (Asia) Limited

Account Name: JINHAI 1259 LIMITED

Account Number: 861530068188

Swift Code: UBHKHKHH at the Sellers' Bank.

"Sellers' Bank" means— (state name of bank, branch and details) or, if left blank, the bank notified by the Sellers to the Buyers for receipt of the balance of the Purchase Price.

"Tax Deduction" shall have the meaning given to it in clause 10.

## **1. Purchase Price**

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

## **2. Deposit**

Following a successful bidding, the Buyers shall send a confirmation of the bidding in writing to the Sellers on the same day (the "Bidding Day") at the email address or facsimile number pursuant to clause 17. The Buyers shall sign the Auction Confirmation within two (2) Banking Days of the Bidding Day, and sign this Agreement with the Sellers within nine (9) Banking Days of the Bidding Day.

As security for the correct fulfilment of this Agreement ~~the Buyers shall lodge a deposit of the bidding deposit lodged by the Buyers into the Escrow Account on [●] February 2022, in an amount of USD [●] (United States Dollars [●] only) (the "Bidding Deposit"), shall be automatically converted into purchase deposit (the "Deposit") in the Escrow Account after the date that%~~ (state percentage) ~~or, if left blank, 10% (ten per cent), of the Purchase Price (the "Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3) Banking Days after the date that:~~

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

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 Agreement once this Agreement is duly signed by the Buyers and the Sellers.

Should the Buyers fail to take delivery of the Vessel according to Clause 5 (Delivery), Sellers are entitled to keep

~~the Deposit whatsoever.; and~~

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

~~The Deposit shall be released in accordance with joint written instructions of the Parties. Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the Deposit shall be borne equally by the Parties. The Parties shall provide to the Deposit Holder all necessary documentation to open and maintain the account without delay.~~

### 3. Payment

~~The balance of the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7, 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), at least two (2) Banking Days prior to the date of delivery notified by the Sellers to the Buyers in accordance with Clause 5(b) (Time and place of delivery and notices). Bank charges, for the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7, and all other sums payable on delivery by the Buyers to the Sellers under this Agreement, if any, shall be for the Buyers' account.~~

~~Any delay or failure to pay any fees under this Clause 3 shall be deemed to be a breach of this Agreement and the Public Auction Notice.~~

~~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 Deposit, the balance of the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7 and all other sums payable upon receipt of the Protocol of Delivery and Acceptance and the written notice from the Sellers to the Escrow Agent to release the balance of the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7 and all other sums payable, within three (3) Banking Days free of bank charges and any fees payable to the Bidding Company to the Sellers' Account.~~

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

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

~~(ii) the balance of the Purchase Price and all other sums payable on delivery by the Buyers to the Sellers under this Agreement shall be paid in full free of bank charges to the Sellers' Account.~~

### 4. Inspection

~~(a)\* The Buyers have inspected and accepted the Vessel's classification records. The Buyers have also inspected the Vessel inspected the Vessel at/in (state place) on (state date) and have accepted the Vessel (or have deemed to have accepted the Vessel if inspection of the Vessel has not been carried out) following this inspection and the sale is outright and definite, subject only to the terms and conditions of this Agreement.~~

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

~~The Sellers shall make the Vessel available for inspection at/in (state place/range) within (state date/period).~~

~~The Buyers shall undertake the inspection without undue delay to the Vessel. Should the Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.~~

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

~~During the inspection, the Vessel's deck and engine log books shall be made available for examination by the Buyers.~~

~~The sale shall become outright and definite, subject only to the terms and conditions of this Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from the Buyers within seventy-two (72) hours after completion of such inspection or after the date/last day of the period stated in Clause 4(b)(ii), whichever is earlier.~~

~~Should the Buyers fail to undertake the inspection as scheduled and/or notice of acceptance of the Vessel's classification records and/or of the Vessel not be received by the Sellers as aforesaid, the Deposit together with interest earned, if any, shall be released immediately to the Buyers, whereafter this Agreement shall be null and void.~~

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

## 5. Time and place of delivery and notices

- (a) The Vessel shall be delivered and taken on an "as is where is" basis, as she is and where she is at the time that the Buyers take delivery at one safe port or anchorage or pilot station within over safely afloat at a safe and accessible berth or anchorage at/in Singapore – Japan range (including China and Korea) at the Sellers' option. Sellers are not responsible for any time and cost for Buyers to take delivery of the Vessel which shall be for the Buyers' account. (state place/range) in the Sellers' option.

Notice of Readiness shall not be tendered before: **11 March 2022** ~~(date)~~

Cancelling Date (see Clauses 5(c) ~~, 6 (a)(i), 6 (a)(iii)~~ and 14): **30 May 2022**

- (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall provide the Buyers with ~~twenty (20)~~ fifteen (15), ten (10), five (5) and three (3) days' approximate notice and one (1) day's definite notice of the date the Sellers intend to tender Notice of Readiness and of the intended place of delivery.

When the Vessel is at the place of delivery ~~and physically ready for delivery~~ in accordance with this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery and the Buyers shall take delivery of the Vessel within three (3) Banking Days of the date of such Notice of Readiness for delivery.

- (c) If the Sellers anticipate that, by reason including but not limited to any force majeure factors or the COVID-19 pandemic pursuant to Clause 23 (COVID-19 pandemic clause), notwithstanding the exercise of due diligence by them, the Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing a new Cancelling Date. Upon receipt of such notification the Buyers shall have the option of either cancelling this Agreement in accordance with Clause 14 (Sellers' Default) within twenty-four (24) hours three (3) Banking Days of receipt of the notice or of accepting the new date as the new Cancelling Date within twenty-four (24) hours of receipt of the notice or of accepting the new date as the new Cancelling Date. If the Buyers have not declared their option within three (3) Banking Days of receipt of the Sellers' notification the above timeline or if the Buyers accept the new date, the date proposed in the Sellers' notification shall be deemed to be the new Cancelling Date and shall be substituted for the Cancelling Date stipulated in Clause 5(a) above.

If this Agreement is maintained with the new Cancelling Date all other terms and conditions hereof including those contained in Clauses 5(b) and 5(d) shall remain unaltered and in full force and effect.

- (d) Cancellation, failure to cancel or acceptance of the new Cancelling Date shall be entirely without prejudice to any claim for damages the Buyers may have under Clause 14 (Sellers' Default) for the Vessel not being ready by the original Cancelling Date.
- (e) Without prejudice to the Buyers' obligation to take delivery of the Vessel "as is where is", Should should the Vessel become an actual, constructive or compromised total loss before delivery, the Deposit without together with interest earned, if any, shall be released immediately to the Buyers whereafter this Agreement shall be null and void.

## 6. Divers Inspection / Drydocking

(a)\* (i) The Buyers shall waive the drydocking or UWI (underwater inspection) before delivery. 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.

(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.

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 against a deduction from the Purchase Price of the estimated direct cost (of labour and materials) of carrying out the repairs to the satisfaction of the Classification Society, whereafter the Buyers shall have no further rights whatsoever in respect of the defects and/or repairs. The estimated direct cost of the repairs shall be the average of quotes for the repair work obtained from two reputable independent shipyards at or in the vicinity of the port of delivery, one to be obtained by each of the Parties within two (2) Banking Days from the date of the imposition of the condition/recommendation, unless the Parties agree otherwise. Should either of the Parties fail to obtain such a quote within the stipulated time then the quote duly obtained by the other Party shall be the sole basis for the estimate of the direct repair costs. The Sellers may not tender Notice of Readiness prior to such estimate having been established.

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

(b)\* The Sellers shall place the Vessel in drydock at the port of delivery 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. 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, such defects shall be made good at the Sellers' cost and expense to the satisfaction of the Classification Society without condition/recommendation\*\*. In such event the Sellers are also to pay for the costs and expenses in connection with putting the Vessel in and taking her out of drydock, including the drydock dues and the Classification Society's fees. The Sellers shall also pay for these costs and expenses if parts of the tailshaft system are condemned or found defective or broken so as to affect the Vessel's class. In all other cases, the Buyers shall pay the aforesaid costs and expenses, dues and fees.

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

(i) The Classification Society may require survey of the tailshaft system, the extent of the survey being to the satisfaction of the Classification surveyor. If such survey is not required by the Classification Society, the Buyers shall have the option to require the tailshaft to be drawn and surveyed by the Classification Society, the extent of the survey being in accordance with the Classification Society's rules for tailshaft survey and consistent with the current stage of the Vessel's survey cycle. The Buyers shall declare whether they require the tailshaft to be drawn and surveyed not later than by the completion of the inspection by the Classification Society. The drawing and



refitting of the tailshaft shall be arranged by the Sellers. Should any parts of the tailshaft system be condemned or found defective so as to affect the Vessel's class, those parts shall be renewed or made good at the Sellers' cost and expense to the satisfaction of Classification Society without condition/recommendation\*\*.

(ii) The costs and expenses relating to the survey of the tailshaft system shall be borne by the Buyers unless the Classification Society requires such survey to be carried out or if parts of the system are condemned or found defective or broken so as to affect the Vessel's class, in which case the Sellers shall pay these costs and expenses.

(iii) The Buyers' representative(s) shall have the right to be present in the drydock, as observer(s) only without interfering with the work or decisions of the Classification Society surveyor.

(iv) The Buyers shall have the right to have the underwater parts of the Vessel cleaned and painted at their risk, cost and expense without interfering with the Sellers' or the Classification Society surveyor's work, if any, and without affecting the Vessel's timely delivery. If, however, the Buyers' work in drydock is still in progress when the Sellers have completed the work which the Sellers are required to do, the additional docking time needed to complete the Buyers' work shall be for the Buyers' risk, cost and expense. In the event that the Buyers' work requires such additional time, the Sellers may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst the Vessel is still in drydock and, notwithstanding Clause 5(a), the Buyers shall be obliged to take delivery in accordance with Clause 3 (Payment), whether the Vessel is in drydock or not.

\*6 (a) and 6 (b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 6 (a) shall apply.

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

## 7. Spares, bunkers and other items

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

Library and forms exclusively for use in the Sellers' vessel(s) and captain's, officers' and crew's personal belongings including the slop chest are excluded from the sale without compensation, as well as the following additional items: **(to be advised)** (include list)

Items on board which are on hire or owned by third parties, listed as follows, are excluded from the sale without compensation: **(to be advised)** (include list)

The Sellers and the Buyers shall take measurement of the remaining bunkers and unused lubricating oils on the delivery date. Items on board at the time of inspection which are on hire or owned by third parties, not listed above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense. The Buyers shall take over remaining bunkers and unused lubricating and hydraulic oils and greases in storage tanks and unopened drums and pay either as follows:

### (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, the Platts Singapore price on the 4th business day prior to the date of delivery to be applied.

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

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

the current net market price (excluding barging expenses) at the port and date of delivery of the Vessel or, if unavailable, at the nearest bunkering port.

~~for the quantities taken over.~~

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

~~"inspection" in this Clause 7, shall mean the Buyers' inspection according to Clause 4(a) or 4(b) (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.~~

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

## 8. Documentation

The place of closing: **To be confirmed**

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

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

(ii)

(A) a copy of the articles of association and certificate of incorporation of the Sellers, in each case signed by one director of the Sellers;

(B) a copy of the written resolutions of the board of directors of the Sellers approving the sale and transfer of the Vessel, with the original to be sent to the Buyers as soon as possible after delivery of the Vessel;~~Evidence that all necessary corporate, shareholder and other action has been taken by the Sellers to authorise the execution, delivery and performance of this Agreement;~~

(iii) a copy of the Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Agreement, with the original to be sent to the Buyers as soon as possible after delivery of the Vessel,~~duly notarially attested and legalised or apostilled (as appropriate);~~

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

(v) Declaration of Class or (depending on the Classification Society) a Class Maintenance Certificate issued within ~~three (3)~~ten (10) Banking Days prior to delivery confirming that the Vessel is in Class free of condition/recommendation;

(vi) Certificate of Deletion of the Vessel from the Vessel's registry ~~issued or other official evidence of deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that the registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith and provide a certificate or other official evidence of deletion to the Buyers promptly and latest~~ within ~~four (4) weeks~~twenty (20) Banking Days after the Purchase Price has been paid, the Protocol of Delivery and Acceptance has been signed, dated and timed and the Vessel has been delivered;

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

(viii) Commercial Invoice for the Vessel;

(ix) Commercial Invoice(s) for bunkers, lubricating and hydraulic oils and greases;

~~(x) A copy of the Sellers' letter to their satellite communication provider cancelling the Vessel's communications contract which is to be sent immediately after delivery of the Vessel;~~

(xi) 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 in any event, ten (10) Banking Days prior to delivery; and

(xi) Good Standing Certificate issued by the Sellers' place of incorporation within ten (10) Banking Days prior to delivery.

(xii) Certificate of Incumbency issued by the Sellers' place of incorporation within ten (10) Banking Days prior to delivery.

~~(xii) The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not black listed by any nation or international organisation.~~

(b) \_\_\_\_—At the time of delivery the Buyers shall provide the Sellers with:

(i) The original of any Evidence evidence that all necessary corporate, shareholder and other action has been taken by the Buyers to authorise the execution, delivery and performance of this Agreement, including the resolutions of the Board of Directors of the Buyers, approving and ratifying: (i) this Agreement and any further addendum, supplement or addendum to this Agreement, (ii) the purchase and acquisition of the Vessel as per this Agreement, and (iii) the execution of any and all documents relating to the purchase of the Vessel, including but not limited to the Protocol of Delivery and Acceptance. ~~and~~

(ii) The original Power of Attorney of the Buyers appointing one or more representatives to act on behalf of the Buyers in connection with completion of the purchase of the Vessel as per this Agreement and any further addendum, supplement or amendment thereto and registration of title to the Vessel in the name of the Buyers in the performance of this Agreement, duly notarially attested and legalised or apostilled (as appropriate).

(iii) Articles of Incorporation of the Buyers certified as true copy by the Company's Director or Company Secretary.

(iv) Certificate of Incumbency or similar issued by the relevant authority with which the Buyers are incorporated, stating the names of the Directors and dated not more than ten (10) banking days before the expected time of delivery of the Vessel.

(c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English language they shall be accompanied by an English translation by an authorised translator or certified by a lawyer qualified to practice in the country of the translated language and the costs of such translation shall be borne by the Buyers.

(d) The Parties shall ~~to the extent possible~~ exchange copies, drafts or samples of the documents listed in Sub-clause (a) and Sub-clause (b) above for review and comment by the other party not later than \_\_\_\_\_ (state number of days), or if left blank, 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, unless otherwise agreed.

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

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

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



## 9. Encumbrances

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

## 10. Taxes, fees and expenses

Any taxes, fees and expenses in connection with the purchase and registration in the Buyers' Nominated Flag State shall be for the Buyers' account, whereas similar charges in connection with the closing of the Sellers' register shall be for the Sellers' account.

Any payment made by the Buyers to the Sellers under this Agreement shall be paid:

(i) without any set-off, cross-claim or condition whatsoever;

(ii) free and clear of any Tax Deduction or withholding; and

(iii) without prejudice to the foregoing, if the Buyers are required, by law or regulation applicable to the Buyers, to make a Tax Deduction from any payment:

a. the Buyers shall notify the Sellers in any event at least three (3) Banking Days prior to the expected due date of the relevant payment;

b. the amount due in respect of the relevant payment shall be increased by the amount necessary to ensure that the Sellers receive and retain (free from any liability relating to the Tax Deduction) a net amount which, after the Tax Deduction, is equal to the full amount which they would otherwise have received.

In this clause 10, "Tax Deduction" means any deduction or withholding for or on account of any present or Future tax.

## 11. Condition on delivery

The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is delivered to the Buyers, ~~but subject to the terms and conditions of this Agreement she shall be delivered and taken over as she was at the time of inspection, fair wear and tear excepted.~~ The Vessel's risk and expenses shall be for the Buyers' account after the delivery of the Vessel under this Agreement.

The Vessel shall be delivered with her Class maintained. If there are any major damage to the Vessel after the Class Maintenance Certificate has been issued (but before delivery of the Vessel), any terms or settlement in relation to such major damage shall be further negotiated between the Sellers and the Buyers.

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

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

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

## 12. Name/markings

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

## 13. Buyers' default

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

Should the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7 and all other sums payable by the Buyers not be paid in accordance with Clause 3 (Payment) or the Buyers fail to comply with Clause 19 (Sanctions) or Clause 22 (Anti-Money Laundering Laws), the Sellers have the right to cancel this Agreement, in which case the Deposit together with interest earned, if any, shall be released to the Sellers. If the Bidding Deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest.

#### 14. Sellers' default

Should the Sellers fail to give Notice of Readiness in accordance with Clause 5(b) or fail to be ready to validly complete a legal transfer by the Cancelling Date the Buyers shall have the option of cancelling this Agreement. If after Notice of Readiness has been given but before the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not made physically ready again by the Cancelling Date and new Notice of Readiness given, the Buyers shall retain their option to cancel pursuant to the terms of this Agreement. In the event that the Buyers elect to cancel this Agreement, the Bidding Deposit together with interest earned, if any, shall be released-refunded to them immediately.

~~Should the Sellers fail to give Notice of Readiness by the Cancelling Date or fail to be ready to validly complete a legal transfer as aforesaid they shall make due compensation to the Buyers for their loss and for all expenses together with interest if their failure is due to proven negligence and whether or not the Buyers cancel this Agreement.~~

#### 15. Buyers' representatives

After this Agreement has been signed by the Parties and the Deposit has been lodged, the Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and expense, however, such right to placement is always subject to strict conformation to the epidemic prevention requirements of WHO, local port authorities and the Sellers' management company.

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

#### 16. Law and Arbitration

(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. The arbitration proceedings shall be conducted in English.

(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. (a)\* 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 to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms

current at the time when the arbitration proceedings are commenced.

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

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

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

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

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

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

## 17. Notices

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

Contact details for recipients of notices are as follows:

For the Buyers:

**Address:**  
**Telephone:**  
**E-mail:**  
**Attention:**

For the Sellers:

**Address:**  
**Telephone:**  
**E-mail:**  
**Attention:**

## 18. Entire Agreement

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

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

Any terms implied into this Agreement by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

## 19. Sanctions

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

(i) are not a Prohibited Person;

(ii) are not owned or controlled by or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;

(iii) do not own or control a Prohibited Person;

(iv) do not have a Prohibited Person serving as a director, officer or, to the best of its knowledge, employee;

(v) comply with all laws and regulations in respect of Sanctions implemented from time to time; and

(vi) have, implement and review timely a code of practice or policy in effect to minimise any risk of Sanctions, including without limitation the risk of any breach of this Clause 19.

(b) In this Clause 19, "Prohibited Person" shall mean any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation, any person against whom Sanctions are directed as a result of being (i) owned or controlled directly or indirectly by any person who is a designated target of Sanctions, or (ii) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

(c) In this Clause 19, "Restricted Country" shall mean any country or territory that is or whose government is, subject to Sanctions.

(d) In this Clause 19, "Sanctions" shall mean any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(i) imposed by law or regulation of the United Nations (including any of its member states) or its Security Council or the United States of America, the United Kingdom, the European Union (including any of its member states and the Council of the European Union), the People's Republic of China (including without limitation Hong Kong SAR), Singapore, Marshall Islands, the Republic of Panama or the government institution or agency of any of the foregoing; or

(ii) otherwise imposed by any law or regulation applicable to the Buyers or to which the Buyers are subject (including without limitation, any regulation that, compliance with which is reasonable in the ordinary course of the Buyers' business) (which shall include without limitation, any extra-territorial sanctions imposed by law or regulation of the United States of America).

## 20. Amendments, waivers

No amendments or variations of this Agreement will be valid unless it is made in writing and signed by or on behalf of each Party. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

## 21. No third party rights

No term of this Agreement is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## 22. Anti-Money Laundering Laws

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

(i) they are not in breach of any laws or regulations relating to the Vessel and its ownership, employment, operation, management and registration, and in particular they have complied with all Anti-Money Laundering Laws and have instituted and maintained systems, controls, policies and procedures designed to:

a. detect and prevent incidences of money laundering; and

b. promote and achieve compliance with Anti-Money Laundering Laws;

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

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

In this Clause 22, "Anti-Money Laundering Laws" means all applicable financial record-keeping and reporting requirements, anti-money laundering statutes (including all applicable rules and regulations thereunder) and all applicable related or similar laws, rules, regulations or guidelines, of all jurisdictions including and without limitation, the United States of America, the European Union, the United Kingdom and the People's Republic of China (including without limitation, Hong Kong SAR) and which in each case are (a) issued, administered or enforced by any governmental agency having jurisdiction over the Sellers and the Buyers; (b) of any jurisdiction in which the Sellers and the Buyers do business; or (c) otherwise apply to the Sellers or the Buyers for any reason whatsoever.

## 23. COVID-19 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. 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 Agreement.

## 24. 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.

25. 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.

26. 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.

27. 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.

28. Miscellaneous

Should there be any conflict or ambiguity between this Agreement and the Bidding Announcement, the Bidding Announcement shall prevail.

For and on behalf of the Sellers

For and on behalf of the Buyers

Name:

Name:

Title:

Title: