

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 SEACON 6 LIMITED, with registered address Level 54, Hopewell Centre 183 Queen's Road East HK, hereinafter called the "Sellers", have agreed to sell, and
- 3, hereinafter called the "Buyers", have agreed to buy
- 4 Name of vessel: SEACON 6
- 5 IMO Number: 9432256
- 6 Classification Society/Class: CCS
- 7 Class Notation: Bulk Carrier; BC-A (Holds Nos. 2&4 may be Empty); GRAB [20]; CSR; Loading Computer (S, I, G); ESP; In-Water Survey
- 8 Year of Build: 2012 Builder/Yard: Zhejiang Zengzhou Shipbuilding Co., Ltd., China
- 9 Flag: Panama Place of Registration: Panama GT/NT: 33044 / 19231
- 10 Hereinafter called the "Vessel", on the following terms and conditions:
- 11 **Definitions**
- 12 "Banking days" are days on which banks are open both in the country of the currency stipulated for
- 13 the Purchase Price in Clause 1 (Purchase Price) and in the place of closing stipulated in Clause 8
- 14 (Documentation) and China incl Hong Kong and Macau, USA, Singapore,
- 15 "Buyers' Nominated Flag State" means (*state flag state*).
- 16 "Class" means the class notation referred to above.
- 17 "Classification Society" means the Society referred to above.
- 18 "Deposit" shall have the meaning given in Clause 2 (Deposit)
- 19 "Deposit Holder" means *Zhoushan Yi Ge Ship Auction Co., Ltd (state name and location of Deposit Holder)* or, if left blank,
- 20 ~~Sellers' Bank~~, which shall hold and release the Deposit in accordance with this Agreement.
- 21 "In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a
- 22 registered letter, 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 **OSA90000037677100 (Swift Code: COMMCN3XOBU)** (*state details of bank account*) at the Sellers' Bank.
- 26 "Sellers' Bank" means **Bank of Communications Co., LTD Offshore Banking Unit** (*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..... (state currency and amount both in words and figures)

30 **2. Deposit**

31 As security for the correct fulfilment of this Agreement, ~~the Buyers shall lodge a deposit of %~~
32 ~~(per cent) or, if left blank, 10% (ten per cent), of the Purchase Price (the~~
33 ~~"Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3)~~
34 ~~Banking Days after the date that:~~

*the bidding deposit lodged by the Buyers on September **, 2021 shall be automatically converted into purchase deposit in the interest-free account (the bidding deposit 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; and
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~~ *signed PODA* instructions of the Parties.
40 Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the
41 Deposit shall be borne equally by the Parties. The Parties shall provide to the Deposit Holder
42 all necessary documentation to open and maintain the account without delay.

43 **3. Payment**

44 *The balance of the Purchase Price and all other sums payable on delivery by the Buyers to the Sellers under this Agreement shall be paid to bidding Deposit Holder's Account, not than three (3) Banking Days prior to the expected date of delivery which given in accordance with Clause 5 (Time and place of delivery and notices).*

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

- 47 (i) the Deposit shall be released to the Sellers; and
48 (ii) The balance of the Purchase Price and all other sums payable on delivery by the Buyers
49 to the Sellers under this Agreement shall be paid in full free of bank charges to the
50 Sellers' Account

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 shall have the right to inspect the Vessel's classification records and declare~~
57 ~~whether same are accepted or not within (state date/period)~~

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

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

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

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

65 ~~The sale shall become outright and definite, subject only to the terms and conditions of this~~
66 ~~Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from~~
67 ~~the Buyers within seventy two (72) hours after completion of such inspection or after the~~
68 ~~date/last day of the period stated in Line 59, whichever is earlier.~~

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

73 ** 4 (a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions,*
74 *alternative 4(a) shall apply.*

75 **5. Time and place of delivery and notices**

76 **(a)** The Vessel shall be delivered and taken over safely afloat at a safe and accessible berth or
77 anchorage Singapore – Japan range (*state place/range*) in the Sellers' option.

78 Notice of Readiness shall not be tendered before: *Oct 11th, 2021 (date)*

79 Cancelling Date (see Clauses 5(c), 6(a)(iii) and 14: *Nov 10th, 2021*

80 **(b)** The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall
81 provide the Buyers with twenty (20), fifteen(15) ten (10), five (5) and three (3) days' **approximate** 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 and documentarily 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 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)***

106 (i) The Buyers shall have the option at their cost and expense to arrange for an underwater
107 inspection by a diver approved by the Classification Society prior to the delivery of the
108 Vessel. Such option shall be declared latest nine (9) days prior to the Vessel's intended
109 date of readiness for delivery as notified by the Sellers pursuant to Clause 5(b) of this
110 Agreement. The Sellers shall at their cost and expense make the Vessel available for
111 such inspection. This inspection shall be carried out promptly without undue delay latest within forty-eight (48)
112 hours, always weather permitting and provided there are no force Majeure events which may prevent the
113 Buyers from carrying out such inspection, upon Vessel's arrival at place of delivery and in the
114 presence of a Classification Society surveyor arranged for by the Sellers and paid for by
115 the Buyers. If the underwater inspection is not carried out within above time frame, then Buyers shall be
116 deemed to have waived the underwater inspection. The Buyers' representative(s) shall have the right to be
117 present at the diver's
118 inspection as observer(s) only without interfering with the work or decisions of the
119 Classification Society surveyor. The extent of the inspection and the conditions under
120 which it is performed shall be to the satisfaction of the Classification Society. If the
121 conditions at the place of delivery are unsuitable for such inspection, the Sellers shall at
122 their cost and expense make the Vessel available at a suitable alternative place near to
123 the delivery port, in which event the Cancelling Date shall be extended by the additional
124 time required for such positioning and the subsequent re-positioning. The Sellers may
125 not tender Notice of Readiness prior to completion of the underwater inspection.

126 (ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line are
127 found broken, damaged or defective so as to affect the Vessel's class, then (1) unless
128 repairs can be carried out afloat to the satisfaction of the Classification Society, the
129 Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by
130 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

131 attendance.

132 Notwithstanding anything to the contrary in this Agreement, if the Classification Society
133 do not require the aforementioned defects to be rectified before the next class
134 drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects
135 against a deduction from the Purchase Price of the estimated direct cost (of labour and
136 materials) of carrying out the repairs to the satisfaction of the Classification Society,
137 whereafter the Buyers shall have no further rights whatsoever in respect of the defects
138 and/or repairs. The estimated direct cost of the repairs shall be the average of quotes 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 load line, the extent~~
156 ~~of the inspection being in accordance with the Classification Society's rules. If the rudder,~~
157 ~~propeller, bottom or other underwater parts below the deepest 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 at the time of inspection
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: (include list)

214 Items on board which are on hire or owned by third parties, listed as follows, are excluded from
215 the sale without compensation: Pls advise..... (include list)

216 Items on board at the time of inspection which are on hire or owned by third parties, not listed
217 above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense.

218 The Buyers shall take over remaining bunkers and unused lubricating oils and hydraulic oils and
219 greases in storage tanks and unopened drums and pay ~~either:~~

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

221 **(b)** ~~*the current net market price (excluding barging expenses) at the port and date of delivery~~
222 ~~of the Vessel or, if unavailable, at the nearest bunkering port,~~
223 ~~for the quantities taken over.~~

the listed price in the Singapore Platts 2 working days prior to physical delivery for ROB.

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

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

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

231 **8. Documentation**

232 The place of closing: *remote closing via video/telephone conferencing*

233 **(a)** In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the
234 Following delivery documents:

235 **(i)** *Two (2) Legal Bill(s) of Sale 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 ~~duly notarized by the local legal~~*
notary office in Hong Kong;

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;~~
- 1 Original written Resolutions of the Board of Directors resolving the sale and transfer notarized by the local legal notary office in Hong Kong;*
- 241 **(iii)** Power of Attorney of the Sellers appointing one or more representatives to act on behalf
242 of the Sellers in the performance of this Agreement, duly ~~notarially attested and legalised~~
243 ~~or apostilled (as appropriate)~~ *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 three (3)-five (5) Banking Days prior to delivery confirming that the~~
251 ~~Vessel is in Class free of condition/recommendation;~~
- 252 **(vi)** ~~Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of~~
253 ~~deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that~~
254 ~~the registry does not as a matter of practice issue such documentation immediately, a~~
255 ~~written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith~~
256 ~~and provide a certificate or other official evidence of deletion to the Buyers promptly and~~
257 ~~latest within four (4) two (2) weeks after the Purchase Price has been paid and the Vessel has~~
258 ~~been delivered.~~
- 259 **(vii)** A copy of the Vessel's Continuous Synopsis Record certifying the date on which the
260 Vessel ceased to be registered with the Vessel's registry, ~~or, in the event that the registry~~
261 ~~does not as a matter of practice issue such certificate immediately, a written undertaking~~
262 ~~from the Sellers to provide the copy of this certificate promptly upon it being issued~~
263 ~~together with evidence of submission by the Sellers of a duly executed Form 2 stating~~
264 ~~the date on which the Vessel shall cease to be registered with the Vessel's registry;~~
- 265 **(viii)** Commercial Invoice for the Vessel;
- 266 **(ix)** Commercial invoice(s) for bunkers, lubricating and hydraulic oils and greases;
- 267 **(x)** ~~A copy of the Sellers' letter to their satellite communication provider canceling the~~
268 ~~Vessel's communications contract which is to be sent immediately after delivery of the~~
269 ~~Vessel;~~
- 270 **(xi)** Any additional documents as may reasonably be required by the competent authorities of
271 the Buyers' Nominated Flag State for the purpose of registering the Vessel, provided the
272 Buyers notify the Sellers of any such documents as soon as possible after the date of
273 this Agreement; and
- 274 **(xii)** The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not

- 275 black listed by any nation or international organisation.
- 275 (b) At the time of delivery the Buyers shall provide the Sellers with:
- 277 (i) Evidence that all necessary corporate, shareholder and other action has been taken by
278 the Buyers to authorise the execution, delivery and performance of this Agreement; 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 *notalized* ~~notarially attested and legalized~~
281 ~~or apostilled (as appropriate).~~
- 282 (c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English
283 language they shall be accompanied by an English translation by an 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**

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*, 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.

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

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

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 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 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, *if port and relative authorities allow. 20 USD per day per person for vital charges.*
Communication charges, if any shall be settled at actual cost on delivery.

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

358 **16. Law and Arbitration**

359 ~~(a) *This Agreement 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 English
391 (state place) and any dispute arising out of or in connection with this Agreement shall be
392 referred to arbitration at *Hong Kong* (state place), subject to the procedures applicable there.

393 *16(a), 16(b) and 16(c) are alternatives; delete whichever is not applicable. In the absence of
394 deletions, alternative 16(a) shall apply.

395 **17. Notices**

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

397 Contact details for recipients of notices are as follows:

398 For the Buyers: Via Zhoushan Yi Ge Ship Auction Co., Ltd

399 For the Sellers: Via Zhoushan Yi Ge Ship Auction Co., Ltd

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

The Sellers and the Buyers understand and appreciate that the protection of crews from epidemic is very

important. Both parties shall endeavor to take reasonable measures in relation to epidemic including but not limited to COVID-19 as may from time to time be recommended by the World Health Organization or any international organization applicable for crew.

As of signing this Agreement, nationality of the Sellers' crew is _____, and the nationality of the Buyers' intend to crew is _____. If either party wishes to change such nationality of crew prior to delivery, the party who wishes to change the nationality shall get consent from its counter party, which consent shall not unreasonably withheld. If places notified by the Sellers as intended place of delivery is/become quarantined area for epidemic applicable to nationality of the Sellers' and/or the Buyers' crew, the Sellers may, at their sole discretion;

a) shift the Vessel at their time to a place within delivery range where it is free from the epidemic quarantine for both parties' crews and suitable for Underwater Inspection under Clause 6, or,

b) let the Vessel wait outside the intended place of delivery at their time for a certain period specified by local authority, provided it is expected that the disembarkation and embarkation (and Underwater Inspection under Clause 6 if applicable) would become possible by letting the Vessel wait. or,

c) If there is no place free from epidemic quarantine for both parties' crew within delivery range, the Vessel shall be delivered outside the delivery range which shall be mutually agreed in consideration of nationalities of both parties' crew and Underwater Inspection under Clause 6. In all cases, notwithstanding anything stipulated on this Memorandum of Agreement, the Cancelling Date shall be extended for time lost for the shifting and/or waiting.

The extra cost for a), b), or c) shall be determined as following:

(i) If only the Sellers' crews (or any one of them) are affected in intended delivery place, the extra Cost to the alternative place for readiness of delivery shall be solely for the Sellers' account.

(ii) If only the Buyers' crew are (or any one of them) are affected in intended delivery place, then the Extra Cost to the alternative place for readiness of delivery shall be solely the Buyers' account.

(iii) If both the Sellers' and the Buyers' crew (or any one of them) are affected in intended delivery place, then the Extra Cost to the alternative place for delivery readiness shall be equally shared by the Sellers and the Buyers.

For the avoidance of doubt under this Agreement, the Extra Cost mentioned in (i), (ii), or (iii) above shall be the extra bunker consumed, and the sellers' opex (being 3000 usd pdpr) and the port due at the alternative place.

Upon delivery of the Vessel, the Sellers deliver to the Buyers with a valid "Maritime Declaration of Health" (or equivalent documentation) signed by the Master, which shall include confirmation of no reported cases of epidemic and that all members of the crew are reasonably in good health.

The Buyers shall provide to the Sellers a Buyers' following declaration letters

a. Non of Buyers' crew boarding for familiarization is infected by epidemic, to be issued before boarding.

b. Non of rest of Buyers' crew boarding the Vessel upon delivery is infected by epidemic, to be issued before boarding.

20.

The sale and the negotiation shall be kept strictly private and confidential among parties involved.

For and on behalf of the Sellers

For and on behalf of the Buyers

Name:

Name:

Title:

Title: