

Major Transaction in respect of Leasing a Vessel under the Charterparty

Jinhui Holdings Company Limited (00137)

- ▶ [\(a\) Charterparty](#)
- ▶ [\(b\) Unaudited pro forma financial information](#)
- ▶ [\(c\) Letter on unaudited pro forma financial information](#)
- ▶ [\(d\) Consent letter from Experts](#)
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Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange

November 6th, 1913-Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

1 This Charter Party, made and concluded in Taipei.....20th day of May, 2022.....
 2 Between THC INTERNATIONAL S.A......as.....
 3 Owners of the good flagged..... Steamship/Motorship "TAHO CIRCULAR Oshima 84K TYPE N/B Vessel, TIER III, NO SCRUBBER & NON-SCRUBBER READY" of as per vessel's description, See Clause 29 and addendum.....
 4 of tons gross register, and tons net register, having engines of indicated horse power
 5 and with hull, machinery and equipment in a thoroughly efficient state, and classed
 6 at of about cubic feet bale capacity, and about tons of 2240 lbs.
 7 deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding one and one-half percent of ship's deadweight capacity,
 8 allowing a minimum of fifty tons) on a draft of feet inches on Summer freeboard, inclusive of permanent bunkers,
 9 which are of the capacity of about tons of fuel, and capable of steaming, fully laden, under good weather
 10 conditions about knots on a consumption of about tons of best Welsh coal best grade fuel oil best grade Diesel oil,
 11 now trading.....
 12and Goldbeam Shipping Inc......as.....Charterers of the City of Hong Kong, which is guaranteed by Jinhui Shipping and Transportation Limited <http://www.jinhuiship.com/jst/> (Guarantee letter to be provided) 26/F Yardley Commercial Building 1-6 Connaught Road West Sheung Wan, Hong Kong Tel: (852)2545 0951 Fax: (852)2545 9794 E-mail: info@jinhuiship.com Website: www.jinhuiship.com
 13 **Witnesseth.** That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for
 14 about period time Charter with minimum eighty-one (81) months upto maximum eighty-seven (87) months in Charterers' option for Worldwide trading via safe port(s), safe berth(s), safe anchorage(s) always afloat (unless not always afloat but safely aground (NAABSA); as per NAABSA Clause), always within Institute Warranty Limits (IWL), with harmless lawful cargoes in bulk.
 15within below mentioned trading limits. Charterers have the 1st option to extend further twelve (12) months plus Charterers 2nd option for further twelve (12) months plus 3rd option for further twelve (12) months.

If the first optional period declared, the redelivery period is extended to eleven (11) – thirteen (13) months spread.

If the second optional period declared, the redelivery period is extended to eleven (11) – thirteen (13) months spread.

If the third optional period declared, the redelivery period is extended to eleven (11) – thirteen (13) months spread.

The first optional period to be declared by Charterers sixty (60) days prior to the maximum duration of the initial firm period. Optional period if declared to commence after the maximum duration of the firm period.

The second optional period to be declared by Charterers sixty (60) days prior to the maximum duration of the first optional period. Optional period if declared to commence after the maximum duration of the first optional period.

The third optional period to be declared by Charterers sixty (60) days prior to the maximum duration of the second optional period. Optional period if declared to commence after the maximum duration of the second optional period.

16 Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for the
 17 fulfillment of this Charter Party. Acceptance of delivery Charterers shall not constitute any waiver of Owners' obligations hereunder.
 18 Vessel to be placed at the disposal of the Charterers, at... on dropping last outward sea pilot Oshima Shipyard at any time, day or night,
 19 Sundays and Holidays included. Laycan 11-30/June/2022 to be narrowed 12 days spread by one month prior delivery (see Clause 73).....
 20 in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as otherwise provided in clause No. 6), as
 21 the Charterers may direct. If such dock, wharf or place be not available time to count as provided for in clause No. 5. Vessel on her delivery or arrival
 22 at first loading port to be
 23 ready to receive cargo with clean-swept holds washed down, dry, fit and safe for the reception, carriage and preservation of any permissible cargo
 24 and tight, staunch, strong and in every way fitted for the service, having water ballast, and with sufficient power to operate all hatches and winches
 25 simultaneously, and
 26 donkey boiler with sufficient steam power, or if not equipped with donkey boiler, then other power sufficient to run all the winches at one and the same
 27 time (and with full complement of officers and crew, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful
 28 merchandise,
 29 dises, including petroleum or its products, in proper containers, excluding.....See Clause 30.....
 30 (vessel is not to be employed in the carriage of Live Stock, but Charterers are to have the privilege of shipping a small number on deck at their risk;
 31 all necessary fittings and other requirements to be for account of Charterers), in such lawful trades, between safe port and/or ports in British North



America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or Mexico, and/or South America and places within Institute Warranty Limits (IWL) and war risk trading warranties (see also Clause 31) and/or Europe

and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River St. Lawrence between October 31st and May 15th, Hudson Bay and all unsafe ports; also excluding, when out of season, White Sea, Black Sea and the Baltic,

as the Charterers or their Agents shall direct, on the following conditions:

1. That the Owners shall provide and pay for all provisions, wages and *charges for port service pertaining to crew and to Owners' business including immigration fines, garbage charge*, consular shipping and discharging fees of the Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, *lube oil and fresh water (excluding additional fresh water for hold cleaning)* including boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for and during the service. *See also Clause 111*

2. That the Charterers, *whilst the vessel is on hire*, shall provide and pay for all the fuel except as otherwise agreed, Port Charges, *compulsory customary pilotage including but not limited to pilotage in Bosphorus, Torres Strait, Skaw, Japan Inland Sea, Dardanelles, Deep Sea and Great Belt, boatage on Charterers' business*, Pilotages, Agencies, Canal Fees, Commissions, *compulsory garbage and sludge removal*.

Consular Charges (except those pertaining *individual crew members or flag of the vessel*) ~~to the Crew~~; and all other usual expenses except those before stated, but when the vessel puts into

a port for causes for which vessel *and/or Owners/Master/crew* is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of

illness of the crew to be for Owners account *and time*. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this

charter to be for Charterers account *and time*. *Type of fumigant and way of application to be as per SOLAS Regulations and IMO Recommendations. If crew required to leave the ship, all costs related to (hotels etc.) to be for Charterers' account unless due to illness of crew. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period of six months or more.*

Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage, *lashing materials* and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards

for dunnage, they making good any damage thereto.

3. That the Charterers, at the ~~place~~ port of delivery, and the Owners, at the port of re-delivery, shall take over and pay for all fuel *and diesel oil* remaining on

board the vessel *according to prices and quantities as per Clause 3.3. at the current prices in the respective ports, the vessel to be delivered with not less than* tons *and not more than*

~~..... tons and to be re-delivered with not less than tons and not more than tons.~~

4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of *.per Clause 32.*

~~..... United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per Calendar Month, commencing on and from the time of day of her delivery, as aforesaid, and at and after the same rate for any part of a day month; hire to continue until the time hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at . on passing or dropping last outward sea pilot one safe port Aden/Japan range, if PG then PMO ports in Charterers' option, at any time, day or night, Sundays and Holidays included.~~

~~..... unless otherwise mutually agreed. Charterers are to give Owners not less than...25/15/10/7...days approximate and 5/4/3/2/1 days definite~~ redelivery notice to Owners.

~~notice to Owners of vessels expected date and port of re-delivery, and probable port.~~

5. Payment of said hire to be made in New York in cash in United States Currency, *fifteen (15) semi-monthly* in advance, and for the last half month or

part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise falling the punctual and regular payment of the hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers ~~but subject to notification procedure as per Clause 32.~~ *Time to count from 7 a.m. on the working day*

~~following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they to have the privilege of using vessel at once, such time used to count as hire.~~

Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or their Agents, subject to 2½ % commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or *anchorage* place that Charterers or their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground. *See Clause 76*

7. That the whole reach of the Vessel's Hold, Decks, and usual places of loading (not more than she can reasonably *and safely* stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew,



Handwritten signature or mark.

tackle, apparel, furniture, provisions, stores and fuel. ~~Charterers have the privilege of passengers as far as accommodations allow, Charterers paying Owners per day per passenger for accommodations and meals. However, it is agreed that in case any fines or extra expenses are incurred in the consequence of the carriage of passengers, Charterers are to bear such risk and expense. No cargo on deck.~~

8. That the Captain shall prosecute his voyages with the ~~utmost~~ *reasonable* despatch, and shall render all customary assistance with ship's crew and

boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to load, stow, ~~and trim~~, *tally, secure and discharge* the cargo at their expense under the supervision of the Captain, who is to sign Bills of Lading for

cargo as presented, in conformity with Mate's or Tally Clerk's receipts. *See also Clause 64.*

9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, *requested by Charterers, if necessary*, make a change in the appointments.

10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as provided for Captain's table, Charterers paying at the rate of ~~\$10.00~~ *US\$20.00* per day. Owners to victual Pilots and Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally

Clerks, Stevedore's Foreman, etc., Charterers paying *as per Clause 59, at the current rate per meal*, for all such victualling.

11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep a full and correct *deck and engine* Log of the voyage or voyages, which are to be patent to the Charterers or their Agents, and furnish the Char-

terers, their Agents or Supercargo, when required, with a true *and free* copy in *English* of *such* daily *deck and engine* Logs, showing the course of the vessel and distance run and the consumption of fuel.

12. That the Captain shall use diligence in caring for the ventilation of the cargo.

13. ~~That the Charterers shall have the option of continuing this charter for a further period of.....~~

~~on giving written notice thereof to the Owners or their Agents.....days previous to the expiration of the first named term, or any declared option.~~

14. That if required by Charterers, time not to commence before...*as per Clause 73*.....and should vessel not have given written notice of readiness on or before ...*as per Clause 73*.....~~but not later than 4 p.m.~~ Charterers or Their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's readiness. *Voyage order(s) given do not waive Charterers' option of cancelling.*

15. That in the event of the loss of time from deficiency *and/or default by men including strikes, sabotage of Officers and crew whether due to labour disputes or otherwise, or deficiency of men or stores*, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, drydocking for the purpose of examination or painting bottom, or by any other cause preventing the full ~~working~~ *use* of the vessel, the payment of hire *and overtime, if any* shall cease for the time thereby lost *until the vessel returned to equivalent position*; and if upon the voyage the speed be reduced by

defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all *directly related* extra expenses shall be deducted from the hire.

16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted. The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to *arbitration in London, English law to apply-see Clause 61. three 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men.~~

18. That the Owners shall have a lien upon all cargoes, and all sub-freights *and sub-Time Charter hire* for any amounts due under this Charter, including, General Aver-

age contributions, and the Charterers to have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the owners in the vessel.

19. That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and Crew's proportion. General Average shall be adjusted, ~~stated and settled~~, according to ~~Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1974 as amended 1990 any amendments thereafter 1924 at London, English law to apply, at such port or place in the United States as may be selected by the carrier, and as to matters not provide for by these~~

~~Rules, according to the laws and usages at the port of New York.~~ In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Such deposit shall, all the option of the carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the



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place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money. The word "carrier" in this Clause refers to the Owners of the vessel. Time Charter hire shall not contribute to General Average.

~~In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.~~

Provisions as to General Average in accordance with the above are to be included in all bills of lading issued hereunder.

20. Fuel used by the vessel while off hire, ~~also for cooking, condensing water, or for grates and stoves~~ to be agreed to as to quantity, and the cost of ~~bunker consumed to be calculated as same price as last bunkering against supporting vouchers replacing same,~~ to be for Owners' account, allowed by Owners.

21. ~~That as the vessel may be from time to time employed in tropical waters during the term of this Charter, Vessel is to be docked at a convenient place, bottom cleaned and painted whenever Charterers and Captain think necessary, at least once in every six months, reckoning from Time of last painting, and payment of the hire to be suspended until she is again in proper state for the service. See Clause 38.~~

22. Owners shall maintain the gear of the ship as fitted, providing gear (for all derricks) capable of handling lifts up to three tons, also providing ropes, falls, slings and blocks. If vessel is fitted with derricks capable of handling heavier lifts, Owners are to provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for Charterers' account. Owners also to provide on the vessel sufficient lights and power to simultaneously work in all holds and deck free of charge to Charterers, if required, ~~lanterns and oil for~~ night work, and vessel to give use of electric light when so fitted, but any additional lights over those on board to be at Charterers' expense. The Charterers to have the use of any gear on board the vessel.

23. Vessel to work night and day, ~~and on Sundays and holidays~~, if required by Charterers, ~~and all winches to be at Charterers' disposal during loading and discharging;~~ ~~steamer to provide one winchman per hatch to work winches day and night, as required, Charterers agreeing to pay officers, engineers, winchmen, Deck hands and donkeymen for overtime work done in accordance with the working hours and rates stated in the ship's articles. If the rules of the port, or labor unions, prevent crew from driving winches, shore Winchmen to be paid by Charterers. In the event of a disabled winch or winches, or insufficient power to operate winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned thereby.~~

24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exemptions from liability contained in the Act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels, etc.," in respect of all cargo shipped under this charter to or from the United States of America. It is further subject to the following clauses, both of which are to be included in all bills of lading issued hereunder:

U.S.A. Clause Paramount—see also Clause 71

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

Both-to-Blame Collision Clause as attached

~~If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.~~

25. The vessel shall not be required to enter any ice-bound port, or place, or any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging. *Vessel not to force ice nor to follow ice breakers.*

26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to remain responsible for the navigation of the vessel, insurance, crew, and all other matters, same as when trading for their own account.

27. A commission of $2\frac{1}{2}\%$ — 0.625 per cent is payable by the Vessel and Owners to Good Turn Transportation Ltd.

on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

28. An address commission of $2\frac{1}{2}\%$ — 3.75 per cent payable toCharterers.....on the hire earned and paid under this Charter.

Rider Clauses 29 to 113 inclusive, as attached are deemed to be fully incorporated in this Charter Party.

THE OWNERS:

THC INTERNATIONAL S. A.

Authorized Signature

THE CHARTERERS:

For and on behalf of
GOLDBEAM SHIPPING INC.

Authorized Signature

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RIDER CLAUSES TO CHARTER PARTY DATED TAIPEI, 20th MAY, 2022
PER M.V. "TAHO CIRCULAR OSHIMA 84K TYPE N/B Vessel, TIER III, NO
SCRUBBER & NON-SCRUBBER READY"

Clause 29 – Outline Specification

Vessel specification see Addendum

MV TAHO CIRCULAR Oshima 84K TYPE N/B Vessel TIER III, NO SCRUBBER & NON-SCRUBBER READY

vsl spec to be advd by ows in accordance with shipyard figures in good faith prior delivery

- OWNERS TO CONFIRM AND COMPLETE THE CHARTERERS QUESTIONNAIRE AND GUARANTEE ITEMS AS ATTACHED. -REVERTING

- throughout the c/p, ows gtee to maintain at least 3 stars rightship and the acceptable standard requirement by rightship, as well as to keep at least Greenhouse Gas (GHG) rating D standard

- OWRS NAME IN CP: THC INTERNATIONAL S.A.

Clause 30 – Cargo Exclusions

All cargo is to be carried as per the IMO regulation in respect of carriage of cargo.

The vessel is employed in carrying lawful merchandises excluding:

Acids, ammonium nitrate, ammonium sulphate nitrate, aluminum ferrosilicon, aluminum nitrate, arms, ammunition, asbestos, asphalt, bitumen or any of its products, borax in bulk, barium nitrate, calcium carbide, calcium oxide bone chipped, calcium chloride, caustic soda cements, cement clinker, cotton, calcium hydrochlorate, calcium hypochlorite, charcoal, car and motor vehicles, Chilean nitrate, chemical products, creosote goods, dangerous chemicals, concentrates, direct reduced iron ore, direct reduced iron ore pellets, heavy lifts with weight exceeding vessel's strength, hypochloride, hot briquetted iron (H.B.I.), meat bone meal, motor blocks and metal turnings/shavings/borings, motor spirits, naphtha, fines, mobile homes, resin in bulk, turpentine, granite, seedcakes (but soyabean meal/ soyabean pellets/ sunflower seeds/ rape seeds/ grain expellers/ sunflower seed expellers (non-hazardous) listed in the IMSBC Code Group 'C' to be allowed, oilcakes, quicklime, pond coal, pyrites, iron, swarf, steel swarf, iron oxide, iron sponge, ferrosilicon, potassium nitrate, sodium nitrate, ammonium nitrate fertilizer listed in IMO BC code appendix C to be allowed, magnesium, magnesium sulphate, lead nitrate, fishmeal and fish scrap castor beans, ferrous metal, steel products, livestock of any description, explosives, pitch in bulk/drum, black power, dynamite, TNT, nuclear isotopes, nuclear cargo, naphta, tar, radioactive cargo/waste/materials or its products, sodium, waste/materials or its products, salt petre, shavings, any goods of dangerous, injurious or flammable or corrosive nature, sunflower seed expellers, turnings, motor spirits and waste scrap, logs of any kind, petroleum and its products, hides of any kind, war/warlike materials, zinc ashes, copra and its products, nickel ore always excluding IMO class numbers 1 through 7. Any additional premium required for carrying IMO classed cargoes to be for Charterers account.

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Concentrates excluded however iron ore concentrates to be allowed subject to the cargo always to be loaded in accordance with the ISMBC Code, SOLAS and within acceptable TML Limit and Charterers agree to have mutually approved surveyors appointed with costs to be on Charterers' account.

Steel product is allowed subject to Owners' prior approval against protective clause.

Owners confirm vessel is suitable to load a full cargo of grain in all respects.

Charterers are not allowed to load grain cargo out of aus ports for the 1st employment.

A) All solid bulk cargoes listed as group A and B other than coal under the IMSBC, appendix 4, are excluded from carriage, unless otherwise mutually agreed in cargo exclusions. If by subsequent agreement not to be unreasonably withheld, Owners agree to their carriage the cost of, and any/all expenses associated with, Owners appointing surveyors and/or experts to supervise loading, take samples, analyse samples and/or otherwise advise on the suitability of the cargo for carriage and its compliance with the IMSBC will be reimbursed in full without discount from Charterers. The choice of surveyors and experts to be in Owners' absolute discretion. This section shall also apply to those cargoes which the Master, as described below in B), refuses to load or, after loading, to sail with.

B) All Solid bulk cargoes are to be presented for carriage, loaded and, where necessary, trimmed only so far as lawful and harmless, and always in compliance with all applicable international regulations, including the IMSBC Code 2009. All time taken in complying with such regulations, or as a result of non-compliance, shall count as on hire. Charterers shall be responsible for all and any additional costs, expenses and liabilities whatsoever incurred in such compliance or as a result of any non-compliance. The Master shall also have the right in his absolute discretion to refuse to accept cargo on board or, after loading, to sail where, in his reasonable opinion, there is a risk (including but not limited to the risk of liquefaction of the cargo) which could jeopardise the safety of the ship on the voyage. Such refusal shall not be a breach of charter and Charterers shall be responsible at their sole time and expense for all steps required to make the cargo safe and/or to allow the ship to sail to the satisfaction of the Master. This clause is always without prejudice to the obligations of Charterers to provide a safe cargo and in relation to loading and nothing done or omitted to be done by the Master or Owners pursuant to this clause shall amount to a waiver of any rights of Owners.

Charterers have option to load maximum two (2) cargo per year out of salt or pig iron or petcoke or cement clinker or bulk formed sulphur listed in the IMSBC Code Group 'C', which shall not be consecutive, first voyage or last voyage before redelivery.

Intermediate hold cleaning for these three (3) cargoes to be US\$7,500 per voyage. Further the cleaning materials, chemicals for protect cargo holds and washing, power tools, personal protective equipments for crews on carrying out such works such dirty cargo shall always on Charterer's time and expenses. The Owner shall not responsible for the intermediate hold cleaning.

Alternatively Charterers may arrange the job to be done by shore labour under Master's supervision.

Any time used and equipments, chemical and facilities (e.g. barge) used for hold cleaning and/or for collecting washing/bilges oily water to be for Charterers' account. Charterers shall remain responsible for all costs and time, including deviation, if any, associated with the removal and disposal of cargo



related residues and/or hold washing water and/or chemicals and detergents and/or waste as defined by MARPOL Annex V, Section 1 or other applicable rules relating to the disposal of such substances.

All cargoes to be loaded and carried as per IMO/U.S. Coast guard or similar authorities regulations include SOLAS, dept. of trade recommendations also to apply.

Petcoke and Rock Salt / Salt/ Bulk Formed Sulphur

Petcoke mentioned herein is only limited to the type of non-hazardous/non dangerous green delayed type and/or calcined type.

Charterers undertake to use holds as less as possible, provided vessel's stability, trim and strength permit.

Should any additional/special wash down of holds before loadings be recommended/proposed/required by Master, Charterers undertake to arrange the same at their time/ expenses.

If petcoke is loaded, crew will assist to clean holds if time and regulations permit before loading, but Owners are not responsible for failure of vessel to pass hold survey.

After discharge petcoke any time used and equipments, chemical and facilities (e.g. barge) used for hold cleaning and/or for collecting washing/bilges oily water to be for Charterers' account.

Before loading rock salt / salt /bulk formed sulphur, vessel's holds are to be lime washed or hold block and lime to be introduced into the bilge openings to Master's/shippers' representatives satisfaction in Charterers' time and for Charterers' account. Charterers may arrange with Master for crew to carry out lime washing or holdblock in which case crew to render utmost assistance as per instructions from Charterers, but without Owners' responsibility for the result. Charterers to pay lump sum US\$600 per hold for lime washing or hold block bonus apart from hold cleaning bonus as agreed as well as cost of lime and extra material required to be for Charterers' time/account.

Alternatively Charterers may arrange the job to be done by shore labour under Master's supervision.

Pig Iron Protecting Clause

A) Charterers undertake to use holds as few as possible, provided vessel stability and strength permitting and not to be the last cargo.

B) Charterers undertake that loading of first layer of pig iron to be released as lower as possible to close to tanktop and not to be dumped/dropped during loading, so as to provide a cushion flooring for the balance of cargo under the Master's supervision and his reasonable satisfaction.

C) Charterers undertake to supply on board, at their expense, dunnage and/or other materials which Master reasonably considers necessary to provide safe protection from damage by loading pig iron.

D) If any dispute arised between Charterers/Master, an independent surveyor should be appointed jointly by Owners/Charterers and his decision should be final.



E) In case during en route from loading to discharging port, cargo was found to shift which may affect the seaworthiness or safety of the vessel, Owners have the right to call at nearest port for necessary cargo trim, all time/expenses incurred to be for Charterers' account and vessel to remain on hire for period.

Carriage of Cement Clinker

Charterers are allowed to carry cement clinker in bulk subject to following terms and conditions. All following operations to be done at Charterer's time, risk, expense and cost including the cost of the surveyor.

1. Charterer's have the option to burn holes on hatches so as to facilitate loading operation at load port. Then such holes to be rewelded prior sailing from load port up to Master's and class surveyor's satisfaction. This operation to be done at Charterer's time, risk, expense and cost including the cost of the surveyor.
2. Protection to bilge well of all holds is strictly necessary to keep smooth suction while discharging hold washing water, by using gum, tapes or plaster.
3. When restoring the cement holes, chill plate to be fitted for complete welding in order to reinstate the hatch covers back to their original condition.
4. After completion of restoring of holes, hose test to be carried out in presence of classification surveyor and test result to be up to his satisfaction. Otherwise Charterer's have obligation to rectify the situation until and when satisfactory to surveyor.
5. Charterers are responsible for and are to pay for thorough washing down of all holds by sea water and then by fresh water immediately after discharge to keep holds' paint in good condition.
6. Charterer's indemnify Owners from all possible cargo solidification due to hold sweating.
7. All time for preparing, cutting and restoring up to Classification Surveyor's satisfaction, as well as all expenses including Classification Surveyor's fees and expenses to be for Charterer's account

Soyabean Meal/Soyabean Pellets Protective Clauses:

Charterers shall provide a certificate from a person recognized by the competent authority of the country of shipment, prior to loading, stating that the requirements for exemption as set out either in the schedule for SEED CAKE UN 1386 (b) or UN 2217, whichever is applicable, are met.

Clause 31 – Trading Exclusions

Trading always afloat, always via safe berth(s), safe port(s), safe anchorage(s) always within Institute Warranties Limits excluding: any form of ice, Cuba, Haiti, Lebanon, Israel, Iraq, Iran, Jordan, Yemen, Sudan, Namibia, Libya (including Gulf of Sidre/Sirte), Kampuchea, Laos, Syria, Albania, Liberia, Former Yugoslavia except Koper, Plomin, Bakar and Rijeka which allowed (Federal Republic of (Serbia + Montenegro)), Angola (including Cabinda), Madagascar, Zaire, Ethiopia, Somalia, Ivory Coast, Mozambique (but port of Beira only where Shippers to be Rio Tinto and/or Vale and Maputo always



allowed), Kenya, Tanzania, North Korea, Cambodia, Orinoco River, (excluding all trading up to and including Boca Grande), Cyprus, Nigeria, Sri Lanka, Sierra Leone, Cambodia; Sri Lanka, war or warlike zones as well as those places from time to time prohibited by the United Nations and/or excluded by the vessel's flag state authorities.

Vessel not to be ordered to/from Taiwan directly after or prior calling the People's Republic of China unless this restriction is lifted by the proper authorities in Taiwan and P.R.C.

In any event vessels not to force ice or follow ice breakers.

Vessel is not allowed to trade to the ports/areas, which are prohibited from trading by the United Nations.

If the war/warlike zone have been declared by vessel's underwriters and/or P and I Club after cargo has already been loaded on board, subsequently, the war risk exclusion clause of Owners' P and I Club to apply and Charterers are fully responsible to pay for all additional war risk premium as required by vessel's underwriters and/or P and I Club with all risk/consequences to be for Charterers account.

BIMCO Standard War Risks Clause for Time Charters, 2004 (Code Name: CONWARTIME 2004) shall apply.

Indian costal trading is always allowed, with AP, if any, to be for Charterers' account.

Owners have no objection for the vessel to trade Ploce, Croatia (including bunkering) as long as the same is not listed area as per JWLA020.

Owners confirm their agreement to trade west coast India, east coast Africa, Egypt and Saudi Red Sea from Suez up to and including Gizan during the charter period unless this transit/trading becomes physically impossible or is not available in the prevailing industry. However, subject to ship Masters' sole decision, the ship will always proceed along the coast line or take the safest route when trading west coast India and east coast Africa. However, if armed guards are on board, vessel will/must proceed via the direct route unless this transit becomes physically impossible or is not available in the prevailing industry. Never will the vessel pass through Mozambique Channel without armed guards if trading from South Africa to north of Nacala.

Goa trading is always subject to Owners prior approval which is not unreasonably withheld, but **max 3 transits** per year. Charterers are to strictly comply with Owners' protective clause.

Charterers have the option to break Institute Warranty Limits subject Owners prior consent which not be unreasonably withheld with their paying of extra insurance premium against proper invoices (not above Lloyd tariff) but always excluding St. Lawrence during 20/Dec ~ 30/April and Charterer remain responsible if any damage occurs therefrom.

NAABSA Clause to be applied in Argentina/River Plate/Brazil (See clause 76).

Charterers are not allowed to load grain cargo out of Australian ports for the first employment.

Charterers are to pay special entertaining allowance USD5,000/per port/ per call in Brazil, Black Sea,



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Argentina, Lagos, India.

If lading Argentina, Owners to confirm vessel possess ITF blue certificates with at least 10 working days before arrival in order to avoid any delays with tugboat service. Otherwise, any delay and cost arising to be for owners account.

Clause 32 – Hire/Hire Payments

Baltic Exchange Panamax 74 Time Charter Average (4TC) 120%

Hire payable every fifteen (15) days in advance including overtime. The gross daily hire to be calculated basis the average of the Baltic Panamax Time Charter Routes published by the Baltic Exchange over the previous month BPI74 4 TC Average plus 20 percent.

For settlement, each hire to be calculated as per the actual calendar monthly BPI74 4 TC Average plus 20 percent on the last index-day of the month.

Any deviation/adjustment to be settled together with first coming hire payment after a month finished.

For payment:

01st hire payment along with bunker on delivery value to be remitted five (5) banking days after vessel's delivery until end of the month after ship delivered.

01st hire to be paid from vessel's delivery date till end of the month at base rate of previous month BPI TC Average 120% daily.

02nd and subsequent hire payments to be paid every 01st and in advance before 16th day of the month base on BPI74 4TC Average plus 20 percent of previous month.

For the firm period:

-Bottom hire: The actual monthly settlement hire will be at a bottom line of US\$11,500(Eleven Thousand and Five Hundred United States Dollars) /day in case market falls below.

-Ceiling hire: The actually monthly settlement hire will be at a ceiling line of US\$14,500(Fourteen Thousand and Five Hundred United States Dollars)/day in case market rises above.

-Profit Sharing: Owners / Charterers equally sharing any amount of 120% 74K BPI 4TC market monthly average over US\$14,500 (Fourteen Thousand and Five Hundred United States Dollars) / day in case market monthly average rises above

Formula: Ceiling hire $US\$14,500 + 1/2 (120\% 74k BPI -14,500)$

BPI 74K 4TC:

The Base of BPI 74K 4TC under this C/P, as per the Baltic Exchange, is derived from the BPI 82K 5TC, specifically BPI 82K 5TC minus 1336. The Owners and Charterers agree to maintain this formula to



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decide the BPI 74K 4TC during the currency of the C/P no matter the Baltic exchange keeps or ceases publishing the BPI 74K 4TC Index.

Hire and all monies due to the Owners under this Charter Party will be paid to Owners bank, as stated below. Charterers will not agree to the assignment of hire, monies due under this Charter Party nor to the assignment or novation of the Charter Party itself nor to a change of ownership in any circumstances whatsoever.

For the purpose of computing hire payments time for delivery/redelivery shall be adjusted to Greenwich Mean Time (G.M.T.).

Hire to be paid to Owners' bank account as follows:

Beneficiary Bank: Mega International Commercial Bank Co., Ltd

Bank Address: No. 100, Chi-Lin Rd. Taipei City, Taiwan

Beneficiary: THC International S.A.

A/C No.: 00758101527

Swift Code: ICBCTWTP

Corresponding Bank: JPMorgan Chase Bank, N.Y.

Currency: USD

Swift Code: CHASUS33

Deductions from Hire

Charterers have the option to deduct an address commission from the hire. If amount justified to be deducted exceeds value of fifteen (15) days hire, then from last two semi-monthly payments to apply. Final settlement to be made soon as possible after redelivery.

Clause 33 – Bunkers on Delivery/Redelivery

Bunkers on delivery: about xx metric tons LSFO, xx metric tons MGO (Ows rvtg) (see Addendum)

Bunkers on redelivery: about xx metric tons LSFO, xx metric tons MGO. (see Addendum)

Bunker price at both ends: to be mutually agreed but not fail CP. (see Addendum)

Difference between bunkers on delivery and redelivery to be settled according to Singapore Platts price on the date of redelivery. Charterers' option to deduct same from last sufficient hire payment(s).

Owners have the right to join bunker stem prior redelivery, at Owners time/cost/risk, provided not affecting Charterers operations and intake.

Owners guarantee that the vessel is fitted and complies with latest low sulphur regulations in United States, Canada and Europe.

Owners hereby warrant that any fuel on board the vessel on delivery under this Timecharter, is not of Iranian origin and will not be the subject of, or subject to, any sanctions regime.



Clause 34

Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with up-to-date and complete international certificates and approvals enabling the vessel and her crew to carry the cargoes and trade within the trading limits allowed throughout this Charter Party.

Owners warrant that at the date of delivery and throughout the currency of this charter vessel shall be of the description set out in lines 3 through 10 and Clause 29 and undertake that whenever her hull, machinery, and/or equipment is not thoroughly efficient, Owners are obliged to take reasonable steps in a reasonable time to put her condition right again. All the cost/ expenses/time to be for Owners' account.

Clause 35 – On/Off-Hire Survey

Charterers to appoint a surveyor acting on their behalf for performing a joint on and off hire bunker and/or condition survey. Joint on hire survey to be in Owners time and joint off hire survey to be in Charterers time. Expenses to be shared equally.

Clause 36 – Off-Hire – Duration of Charter Party

Charterers to have the option of adding any or all time the vessel is 'off-hire' to the maximum charter period. Such declaration to be made prior to first notice of redelivery.

Should vessel be off-hire for a continuous period of more than thirty (30) days, Charterers have the option of cancelling the Charter.

Clause 37 – Lay-Up Clause

Charters to have the privilege of ordering the vessel to be laid up at any time during the period of this Charter Party at a safe berth or place and in such a manner as mutually agreed upon and acceptable to the vessel's Hull Underwriters. At the request of Charterers and on their indicating likely lay up position and duration, Owners shall at any time provide an estimate of the economies which may be possible in the event of the laying up of the vessel. Such estimate shall not however be binding upon Owners. In the event of such laying up, Owners shall take steps to effect all reasonable economies in operating costs including signing off of crew, reduction in the scope of insurance cover (but not on insured values) etc. and to give prompt credit to Charters in respect of all such economies in the form of a reduction in the hire payable, but only to the extent of the financial savings to Owners (which shall be substantiated to Charters by a written statement by Owners) as may be actually achieved. Hire shall continue to be paid throughout the period of lay up. All costs and extra costs for putting the vessel in a lay up position and condition, during lay up and on reactivation to be in Charterers' time and at their expense, such extra costs to include, but not limited to cost of crew repatriation, indemnities payable to the crew, cost of crew rejoining, dry docking and repainting the vessel's underwater parts etc. Charterers to give sufficient notice (i.e. not less than thirty (30) days) of their intention to lay up the vessel and sufficient notice (i.e. not less than thirty (30) days) of their intention to reactivate her. Owners shall try, but without any responsibility on their part, to make necessary arrangements for decommissioning and recommissioning within the 30 days period. In the event that the vessel is in laid up condition forty five (45) days before the expiration of this charter, Owners have the option in Charterers' time and at Charterers' expense to reactivate/recommission the vessel or



debit Charterers with the estimated cost and time involved.

Clause 38 – Duration of Dry Docking and Repairs

For the best of Owners' understanding, ship's classification society may accept the vessel to conduct an underwater survey at a suitable port in lieu of drydocking for the first and second intermediate surveys (about 2.5 and 5 years respectively after vessel delivery at Oshima shipyard). However, the aforesaid alternative for dry-dock is not guaranteed. If dry-dock is still needed, Owners would notify Charterers at least three (3) months in advance and Charterers have to position the vessel back to Singapore-Japan range with giving sixty (60) days of pre-notice and the following relevant content should be logically in compliance with.

Vessel to be off-hire and hire to be suspended from the time of her deviating until she is again in the not adverse or calculated equidistant position from the destination and the voyage resumed therefrom.

During such drydocking / emergency repairs Owners are to keep Charterers closely informed about exact nature and accurate position of repaid work for completion of repairs and re-entry into the Charter. Owners to give Charterers no less than 10/7 days approximate 5/3 days definite notice for re-entering into the Charter.

Clause 39 – Interclub Clause

Owners agree that liability for cargo claims, as between Owners and Charterers, shall be settled in accordance with the NYPE Inter-Club agreement 1996 and any subsequent amendments thereto or replacements or revisions thereof, are incorporated herein.

The party having paid the claim shall submit same to the other party with supporting documents as soon as possible. Neither party shall between themselves refer to the one year time limit as a defence.

Clause 40 – Bunkers Quality Control Clause for Time Chartering

(1) The Charterers shall supply bunkers of a quality suitable for burning in the vessel's engines and auxiliaries and which conform to the specification(s) mutually agreed under this Charter.

(2) At the time of delivery of the vessel the Owners shall place at the disposal of the Charterers, the bunker delivery note(s) and any samples relating to the fuels existing on board.

(3) During the currency of the Charter the Charterers shall ensure that bunker delivery notes are presented to the vessel on the delivery of fuel(s) and that during bunkering representative samples of the fuel(s) supplied shall be taken at the vessel's bunkering manifold and sealed in the presence of competent representatives of the Charterers and the vessel.

(4) The fuel samples shall be retained by the vessel for ninety (90) days after the date of delivery or for whatever period necessary in the case of a prior dispute and any dispute as to whether the bunker fuels conform to the agreed specification(s) shall be settled by analysis of the sample(s) by owner's fuels analyst whose findings shall be conclusive evidence as to conformity or otherwise with the



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bunker fuels specification(s).

(5) The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the ship's engines or auxiliaries the Owners shall not be held responsible for any reduction in the vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences.

Clause 41 – BIMCO Double Banking Clause

(a) The Charterers shall have the right to order the vessel to conduct ship to ship cargo operations, including the use of floating cranes and barges. All such ship to ship transfers shall be at the Charterers' risk, cost, expense and time.

(b) The Charterers shall direct the vessel to a safe area for the conduct of such ship to ship operations where the vessel can safely proceed to, lie and depart from, always afloat, but always subject to the Master's approval. The Charterers shall provide adequate fendering, securing and mooring equipment, and hoses and/or other equipment, as necessary for these operations, to the satisfaction of the Master.

(c) The Charterers shall obtain any and all relevant permissions from proper authorities to perform ship to ship operations and such operations shall be carried out in conformity with best industry practice.

(d) If, at any time, the Master considers that the operations are, or may become, unsafe, he may order them to be suspended or discontinued. In either event the Master shall have the right to order the other vessel away from the vessel or to remove the vessel.

(e) If the Owners are required to extend their existing insurance policies to cover ship to ship operations or incur any other additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense incurred.

(f) The Charterers shall indemnify the Owners against any and all consequences arising out of the ship to ship operations including but not limited to damage to the vessel and other costs and expenses incurred as a result of such damage, including any loss of hire; damage to or claims arising from other alongside vessels, equipment, floating cranes or barges; loss of or damage to cargo; and pollution.

Clause 42 – Stevedore Damage

Stevedores to be appointed and paid by the Charterers, but to work under the supervision of the Master. The Charterers to be responsible for all damages caused to the vessel and/or her equipment by stevedores and/or Charterers' servants/agents provided Master notified Charterers and/or their Agents in writing/telex/cable of such damage within forty eight (48) hours of occurrence, or in case of hidden damage as soon as practicable after discovery of same but in any case latest prior to redelivery. Master to notify the party who caused the damage and to hold them responsible in writing/telex/cable. Owners' option to arrange for a class survey at Charterers time and expenses to define, estimate the extent of damage and repair should be satisfied by Master and/or the vessel's



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classification society.

Damages which affects vessel's seaworthiness and/or cargo worthiness and/or class and/ or safety of crew to be repaired by Owners without delay after each occurrence in Owners time and costs to the Master and/or class surveyor's satisfaction.

Damages which do not affect vessel's seaworthiness and/or cargo worthiness and/or Class and/or safety of crew may be repaired during vessel's next regular dry dock concurrently with Owners work and Charterers to pay Owners the repair time/costs against vouchers.

Clause 43 – War Risk Insurance and Crew War Bonus

Subject to and without prejudice to the Clause 31 and the specifically the CONWARTIME 2004, basic insurance premium for annual war risk insurance on hull and machinery to be for Owners account.

Any additional premium including but not limited to additional war risks and kidnap and ransom premium, net of all rebates in respect of war risk arising from the vessel proceeding and trading at the Charterers request to areas designated as excluded areas by vessel's war risk underwriter to be for Charterers account but not exceeding the Lloyds scale. Crew war bonus for trading to restricted areas (provided the crew does not object; such objection shall in any case not be unusual for similar vessels in similar situations) payable by Owners under the relevant crew contract, always to be for Charterers account.

Any blocking/trapping/detention insurance to be for Charterers account.

Clause 44 – Hold Condition

Owners warrant that vessel's holds latest on arrival first loadports to be clean, swept and dried up in respect to receive Charterers' intended cargo and should pass the independent surveyor's inspection. If vessel fails to pass hold inspection, vessels to be put off-hire from the time of failure of cargo hold inspection until passing re-inspection. And any directly related expenses if any incurred thereby to be for Owners' account. Charterers to provide copy of vouchers of the expenses, if applicable, to Owners' before account finalization. In addition, Charterers have the option to engage shore gangs at layberth/berth/anchorage to expedite cleaning till pass hold inspection and all costs/expense/time to be for Owners account.

Any directly related costs and expenses, including bunkers consumed will be for Owners' account.

Charterers or Charterers/Shippers appointed surveyor shall have the privilege of ordering a hatch waterproof test (hose, chalk or ultrasonic test) prior to or after the delivery of the vessel. Time and cost to be for Charterers account but the Master to give every facility to the Charterers and their surveyors to carry out such tests.

Clause 45 – Cleaning En Route/Clean on Redelivery

In between trips the crew shall render customary assistance in cleaning all cargo compartments in preparation for the next cargo, if required by Charterers and if not prevented from so doing by any



Shore Regulations / Authorities / Unions.

All protective materials, if any, such as dunnage, craft paper, lashings, mats, etc., to be removed by Charterers at their time, risk and expense, such cleaning shall be performed en route to the next load port provided this can be done safely and provided the duration of the ballast is sufficient.

The Charterers shall pay the Owners US\$600 (six hundred United States Dollars) per hold ~~actually~~ cleaned but Charterers shall supply any fresh water required by the Master for such operation(s).

The Owners / vessel will endeavour to effect such cleaning as best as possible but without any guarantee that the holds will be sufficiently cleaned and accepted on arrival at the next load port, furthermore, the Owners will not be responsible for any consequences arising from the fact that the crew has been employed in such cleaning. Should the vessel fail the next load survey then she is to remain on full hire and crew to complete any further cleaning operation provided local regulations permit, otherwise Charterers are to employ shore labour.

In lieu of hold cleaning: US\$5,000 lumpsum.

Clause 46 – War Cancellation Clause

If war or actual hostilities break out between any of the following countries: U.S.A., C.I.S., U.K., France, Germany, Denmark, Japan, China, North Korea, South Korea, both Charterers and Owners have the option to cancel this Charter. It is understood that war or actual hostilities means direct war or hostilities between these nations and does not include local hostilities or civil war where any of the above countries support opposing sides. Charterers and Owners shall not unreasonably take advantage of this Clause in case of a limited local conflict.

Clause 47

Freshwater consumed under this Charter Party by stevedores and/or for the purpose of hold cleaning and/or for Charterers business shall be for Charterers' account.

Clause 48 – Notice of Delivery

Owners to tender 15 / 10 / 7 / 5 / 3 / 2 / 1 days notice of delivery.

a) Should the vessel be put into any port other than those instructed by the Charterers by reason of accident or breakdown or for the purpose of landing any injured or sick Officer, the Master or members of the crew, the port charges, pilotages, bunker consumption and other expenses, including loss of time, shall be borne by Owners, also should the vessel be put back whilst on voyage by any of the above mentioned reasons, the hire shall be suspended from the time of her putting back until she is again in the same or equidistant position and the voyage resumed therefrom.

b) Vessel has liberty to deviate for the purpose of saving life and/or property and to tow and assist vessels in distress. Such operation not to be deemed to be a diversion under this Charter Party, but all salvage contribution thus payable to vessel to be equally divided with Charterers after proper deduction of expenses, if any (including Captain and crew's share), incurred in this respect.



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Clause 49 – Deleted

Clause 50 – Boycott and Arrest of Vessel

Should the vessel be arrested during the currency of this Charter Party at the suit of any person having or purporting to have claim against or any interest in the vessel, hire under this Charter party shall not be payable in respect of any period whilst the vessel is under arrest, provided under the terms of this Charter Party such claims are not Charterers' liability. In the event of the vessel being subjected to boycott, being delayed or rendered inoperative by strikes, blacklisting, labour stoppages or any other difficulties arising from vessel's flag, ownership, crew or terms of employment of crew of chartered vessel or any other vessel under the same ownership, operation or control, such time lost is to be considered as off-hire and all expenses incurred thereby, including fuel/diesel consumed during such periods, to be for Owners' account.

Clause 51 – I.T.F.

Officers and crew to be employed under an agreement recognized by the I.T.F. and all time lost/expenses incurred as a result of an action taken by the I.T.F. or any of its affiliated unions against the vessel or Owners to be for Owners' account and vessel to be considered off-hire.

Clause 52 – Quarantine

The vessel to be in possession of necessary certificates to comply with safety and health regulations and all current requirements at all ports of call under this Charter Party. Normal quarantine time and expenses to enter ports to be for Charterers' account, but any time of detention and expenses for quarantine due to pestilence, illness etc. of the vessel's Master, officers and crew to be for Owners' account, as long as the vessel remains within her trading limits under the present Charter Party.

Clause 53 – Smuggling

Charterers to be responsible for any fines whatsoever imposed in the event of smuggling by Charterers' employees, but Owners to be responsible for any such acts of their own Officers and/or crew. Charterers to remain responsible for detention of the vessel due to smuggling committed by Charterers' employees only.

Clause 54 – Crew On Board

At loading and discharging port(s) any time lost by the vessel for the reason of not all the crew being on board when the vessel is ready to sail to be for Owners' account, as well as expenses deriving therefrom.

Clause 55 – Overtime

Officers' and crew's overtime, as included in vessel's hire, to include but not limit to amongst operations usually performed by the crew the following services unless prohibited by shore regulations whether occurring during straight time or overtime :

- a) Opening and/or closing of hatches in preparation of loading and/or discharging operations.



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b) Assistance during docking and undocking, shifting and bunkering operations.

c) Shaping up hatches as much as possible, weather permitting, prior to arrival at loading and/or discharging port and/or docks and/or places so that loading and/or discharging operations can commence immediately.

d) Supervising during loading and discharging.

Vessel to work day and night without Charterers' special request.

Clause 56 – Watchmen and Escort Guard

Watchmen for gangway ordered by vessel to be for Owners' account, but if same compulsory by port regulations same to be for Charterers' account. Watchmen for cargo always to be for Charterers' account. Escort guard even for crew and vessel security by port regulations to be for Charterers account.

Clause 57

Charterers confirm that they have Charterers liability insurance with an internationally recognized P & I Club: TBA.

Clause 58

Owners guarantee that during the ownership, the vessel has not been blacklisted by countries/ports/areas allowed in the Charter Party. Owners guarantee during the whole Charter Party that the vessel is WWF/AHL fitted.

The vessel shall be at all times be covered by an ITF agreement or other similar wage agreement acceptable to ITF and Owners undertake that upon arrival at any port the officers and crew will be covered by such ITF or similar agreement acceptable to ITF. All consequences including loss of time/expense as a result on non compliance to the above shall be for Owners' account and can be deducted from the hire.

Owners guarantee that the vessel to be ITF fitted throughout the Charter.

Clause 59 – Representation and Communication Expenses

Charterers shall pay lump sum US\$1,500 (One Thousand and Five hundred United States Dollars) per month or pro-rata in lieu of cable /victualling/entertainment. This lump sum also covers the cost of cigarettes, drinks, petty expenses etc. incurred by Master, as well as the cost of radio telegrams, telex and fax communication, and phone calls made by Master on behalf of Charterers or their agents in direct performance of this Charter Party.

Clause 60 – U.S. Regulations

If the vessel calls at any U.S. port for purposes of loading or discharging cargo, vessel's equipment shall comply with regulations established by U.S. Public Law 85742 part 9 (Safety and Health Regulations for Longshoring) or any amendments/new laws pertaining to this. If longshoremen are



Handwritten signature or mark.

not permitted to work due to failure of the Master and/or Owners' agents to comply with the aforementioned regulations, any delay resulting therefrom, and any stevedore standby time and other expenses involved, shall be for Owners' account.

Clause 61 – Arbitration

Arbitration in London & English law to apply

(a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or reenactment 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 (3) 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 he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

Clause 62 – Insurance

a) Owners guarantee that vessel is entered and shall remain for the duration of this Charter Party in a Protection and Indemnity Association, which is a member of the International Group of P. & I. Clubs.

b) Any additional insurance on vessel and/or cargo levied by reason of the vessel's flag, ownership, class or condition to be borne by Owners.

Clause 63 – Classification

Owners engage themselves to maintain vessel classed NK Register as per Line 5 or equivalent during



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the currency of this charter. Owners guarantee that the vessel will be insured on a basis, which in respect of collision liability gives protection that is considered to embrace at least as much as the Running Down Clause with 3/4 with Hull and Machinery Underwriter and 1/4 with P. & I. Club.

Clause 64 – Bill(s) of Lading

(a) The Master shall sign the Bills of Lading or Waybills for cargo as presented in conformity with Mates receipts. However, the Charterers and/or their agents and/or their nominees may sign Bills of Lading or Waybills on behalf of the Master, with the Owners' prior written authority, always in conformity with Mate's receipts.

(b) All Bills of Lading or Waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any Bills of Lading or Waybills signed by the Charterers or by the Master at their request.

(c) In case original Bills of Lading not available at discharge port, Owners agree to release the entire cargo against a single Letter of Indemnity (as per Owners P and I Club wording) signed by Charterers only.

(d) Charterers to courier the original Bill(s) of lading to Owners office within 45 (forty-five) days after completing discharge of the related voyage.

Clause 65 – Grain Regulations

a) The Owners guarantee that the vessel is a self trimming bulk carrier allowed to load grain or grain products without shifting boards or other fittings for grain. Any expenses resulting from breach of this warranty to be for Owners' account.

b) For the carriage of grain in bulk vessel to have on board at any time of this charter period valid documents and certificates issued by a recognized Classification Society and certified by National Cargo Bureau.

Clause 66 – Panama and Suez

Vessel is fitted for and has necessary equipment and certificates onboard to transit Panama Canal (and not restricted due to her loadline or bilge radius), and Suez Canal.

Clause 67 – Pollution

Owners are required to establish and maintain financial security for responsibility in respect of oil or other pollution damage as required by any Government including federal state or municipal or other division or authority thereof, to enable the vessel, without penalty or charge, lawfully to enter, remain at or leave any port, place territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. Owners shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Owners' expense and Owners shall indemnify Charterers against



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all consequences (including loss of time) and all expenses and costs of any failure or inability to comply with the requirements of this Clause.

Charterers not to be responsible for any claim brought against the vessel, her Owners, previous Owners, her cargo or bunkers for any pollution claim. Owners warrant that they are covered for pollution liability insurance up to US\$1,000 million by a P&I Club member of the International Group of P&I Clubs.

Clause 68 – Drug and Alcohol Policy

Owners warrant that they have a policy on drug and alcohol abuse ("Policy") applicable to the vessel which meets or exceeds the standards in the Oil Companies International Marine Forum Guidelines for the Control of Drugs and Alcohol on board Ship.

The appropriate seafarers to be tested shall be all vessel officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that all officers be tested at least once a year through a combined program of unannounced testing and routine medical examinations. Owners further warrant that the Policy will remain in effect during the currency of this charter and that Owners shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment of any test finding of impairment shall not in and of itself mean that the Owners have failed to exercise due diligence.

Clause 68 – Stowaways

(a) 1. The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

2. If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the vessel shall remain on hire.

3. Should the vessel be arrested as a result of the Charterers' breach of charter according to sub-clause

(a) 1. above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the vessel is released and at their expense put up bail to secure release the vessel.

(b) 1. If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be



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for the Owners' account and the vessel shall be off-hire.

2. Should the vessel be arrested as a result of stowaways having gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the vessel is released and at their expense put up bail to secure release of the vessel.

Clause 70 – Weather Routing

a) Performance Clause:

Evidence of wind and sea conditions to be taken from vessel's log and independent local weather stations for the area. "About" to be interpreted as a tolerance of less half a knot on speed and 5 percent more on consumption.

Average good weather speed will be determined by taking the total mileage actually steamed under good weather conditions as defined above from full away to standby engine, divided by the actual time steamed under such conditions, both as recorded in the log book, excluding stoppages at sea or any periods during which reduction of speed is necessary for safety or in congested waters or in poor visibility, or following Charterers explicit instructions.

Average good weather consumption will be determined by applying the actual propulsion consumption whilst steaming under good weather condition to the period steamed under such conditions. If it is determined that the average good weather speed of the vessel is below that described herein and/or average good weather fuel consumption is higher, after taking into consideration the tolerances mentioned above, Charterers shall have the right to formulate a claim against Owners, although any saving in consumption must be off-set against any reduction in speed or vice versa, and any overall saving on individual passage(s) must be set off against an overall loss on other individual passage(s).

b) Weather Routing and Speed/Consumption Deficiencies :

Charterers may supply Ocean Routes or any other reputable weather routing company advice to the Master during voyages specified by the Charterers. The Master to comply with the reporting procedure of the routing service selected by Charterers. However the Master at all times retains the right to adjust course, speed and route according to his reasonable assessment for safe navigation. Evidence of weather conditions to be taken from the vessel's deck logs and independent weather bureau reports. In the event of a consistent discrepancy between the deck logs and independent bureau reports, independent bureau reports to be final and binding.

Clause 71

BIMCO CONWARTIME 2004, BIMCO Piracy Clause 2009, New Both-to-Blame Collision Clause, New Jason Clause and CONWARTIME 2004, to be included in this Charter Party, and all Bill(s) of Lading shall be subject to said Clauses.

Paramount Clause, US Trade-Drug-Clause to be applied, or the Hague Rules as enacted in countries other than the U.S.A. and Canada, as applicable, to be incorporate in all Bill(s) of Lading.



Clause 72 – Governing Law

This Charter Party to be governed by and construed in accordance with English law. General Average and Arbitration to be held in London.

Clause 73 – Layday/Cancelling Date

Laycan 11-30/June/2022 to be narrowed 12(twelve) days spread by 1(one) month prior delivery.

Laycan to be based on local time but for computation of Charter hire, time at delivery/redelivery to be based on Greenwich Mean Time (GMT).

Clause 74

Owners guarantee vessel is suitable for discharge by grabs customarily used by Charterers and receivers but grabs not to exceed vessel's tank-top strength and only grabs customarily used in respect of this type and size of the vessel.

Clause 75

The vessel to be free of obstruction in holds and hatches, suitable in every respect for carrying all cargoes allowed under this Charter party. The vessel will comply with all current trading regulations. The vessel is self-trimming and can carry full cargo grain without bagging/strapping/securing.

Clause 76 – NAABSA Clause

Not always afloat but safely aground (NAABSA) to be allowed in full Argentina, Brazil, Uruguay and Colombia, subject to sufficient draft and lie there at any time of tide at a good and safe berth not always afloat but customary for similar size vessels to safely lie aground.

In consideration of the above, Charterers hereby indemnify Owners from any damages to the vessel in consequence of her lying aground and accept responsibility of any costs and damages incurred as result by vessel and Owners and vessel shall remain on hire at any time connected with such damages. Whenever the vessel has fallen aground owners have the right to perform a diver inspection in Charterer's time and at their expenses to establish possible damage.

Clause 77 – Mobile Crane

Mobile cranes to be allowed only in Taiwan and/or Thailand for discharge. Charterers/Shippers/Receivers have the right to place mobile cranes on deck loading and/or discharging port(s) but always observing vessel's deck strength. Dunnage/wooden battens/welding of temporary tracks, if required for spreading weight of mobile cranes in order to comply with vessel's deck strength to be placed and removed by Charterers/ receivers/shippers at their expense and in their time. Any damage caused to the vessel by mobile cranes and any modification/cutting of hatchcover stoppers required in this respect which is always subject to Owner's consent will be affected and repaired/restored by Charterers/Shippers/Receivers in their time and at their expense to the satisfaction of vessel's class surveyor.



Clause 78

BIMCO ISM Clause to be applied

Clause 79

Charterers undertake to keep Owners informed during the period as regards the itinerary of the vessel and the names of their Agents at port of call.

Clause 80

The Charterers agree that their agents will undertake, without charges, normal ship's husbandry as Owners' agents. This shall not include any extra ordinary business, VIZ, drydocking, general average, crew members, in which case Owners shall appoint their own agents or pay Charterers' agent an agency fee in accordance with locally recognized tariff.

Clause 81

Charterers are allowed to enlist vessel in the purple finder system at their expense.

Clause 82 – Deleted

Clause 83

Charterers to have the option to use bulldozers and similar equipment in the vessel's hold provided weight not exceeding the tank top strength as per vessel's description clause.

Clause 84

Charterers have option to perform hose test at their own expense. In case vessel fail to such survey, Owners to rectify the same at their own time and cost and time of subsequent test to be for Owners' account. If required by Charterers, crew to assist in sealing vessel's hatches with Ram-nek tape. Ram-nek tape to be provided and paid for by Charterers. During sealing of hatches, vessel to remain on-hire.

Clause 85 – Ballasting

Vessel to ballast/de-ballasting clean water ballast tanks only including floodable holds, if required by Charterers or their Agents at any time during the currency of the Charter Party, free of expense to Charterers, but in Charterers' time. All ballasting/de-ballasting shall be at the discretion of Master having due regard to stability stresses and seaworthiness of the vessel. Whenever practicable or required by law at the next port of call, the vessel is to replace ballast taken in port or coastal waters with clean seawater ballast. Owners guarantee that the vessel will always be maintained in a safe condition during ballast operations. If at any time solid ballast is required, all expenses for same, including time used for loading and discharging such ballast, bankers consumed during such period, and time used for cleaning holds after the discharge of such solid ballast, shall be for Charterers' account.

The vessel is capable of ballasting No.4 hold if required by the Charterers. In such instance, Owners,



Master and crew will do their utmost to de-ballast and dry such hold as quickly as possible provided time between discharging port and next loading port is sufficient for the crew to de-ballast and dry up flooded hold. However, it is understood that time used for such de-ballasting and drying up of hold No.4 is not to be considered as off-hire time. Subject to Master's decision considering vessel safety Owners and Master will do their utmost throughout the duration of this charter to minimize the use of hold No.4 for ballast purposes.

In case of any change to vessel's deadweight capacity or cubic capacity or other important particulars, hire to be revised proportionately.

De-ballasting capacity as vessel's particulars.

Clause 86 – Benefit of P & I Club/Underwriters

The Charterers to have the full benefit of any lay-up and/or return insurance premium received by Owners from Underwriters (as and when received from Underwriters) by reason of the vessel being in port for a minimum period of thirty (30) days, provided vessel is on-hire.

Clause 87 – Australia Quarantine and Inspection Service

The Owners hereby confirm that the Owners duly acknowledge the voluntary guidelines for controls on the discharge of ballast water and sediments from her entering Australia from overseas stipulated by Australia Quarantine and Inspection Service.

Clause 88 – Liberties

Charterers' option to discharge by vacuators but same not to exceed permissible strength of upper deck, which is (to be advised by Owners) metric ton per square meter, on the port and starboard side of the hatchcoamings.

Charterers to have the right of placing stevedores on-deck together with their cooking utensils if required and vessel to supply them for Charterers' account daily with their requirements of fresh water for washing, cooking and drinking purposes. Cost of fresh water supply to be direct negotiated with Master and subject to Master's discretion and prior consent.

Owners and Master to undertake best efforts to co-operate with Charterers for the best stowage of cargo.

Charterers/ Receivers have the option to fumigate cargo holds and or cargo at Charterers' time, risk, and expense in accordance with IMO recommendations on the safe use of pesticides in ships, any time lost on completion of loading and/or any additional expenses in this connection to be for Charterers' account.

Clause 89 – Vessel's Appearance

Throughout the duration of this Charter, Owners to maintain the vessel's exterior hull, accommodation block, main deck, hatches and hatch covers in a clean and well painted condition. Furthermore, all plimsoll and draft marks are to be clearly marked and readable at all times.



Clause 90 – Azov Sea Clause

In case of vessel calling at the port of the Sea of Azov are to be equipped with either a sewage treatment plant or a faecal tank. The latter must be fitted with facilities for delivering its contents to port barge (connections and pump). The vessel is not be ordered to or pass The sea of Azov during November to March and in case of any potential ice.

Clause 91 – Australian Regulations

Vessel will comply with and be maintained in accordance with the requirements of the Commonwealth of Australia loading and unloading safety measure regulations. Owners confirm that the vessel is fitted and will be fitted throughout the duration of this charter, with hold ladders that conform to the Regulations of the Waterside Workers Federation of Australia.

During the currency of this Charter Party the vessel will comply with all Australian Navigation (Loading and Unloading Safety Measures) Regulations 1961 and related requirements and recommendations. Loss of time as a result of noncompliance shall be considered as off-hire.

Clause 92 – Bunkering Privileges

Owners certify that the vessel is and will remain so throughout the duration of this Charter, eligible for full bunkering privileges in the United States of America and its territories and possession, under all present and future United States Laws and/or regulations and is not, nor will be restricted, as to bunkering at any other countries or ports of call during this Charter.

Clause 93 – Additional Equipment and Fittings

The Charterers, subject to the Owners and/or Master's prior consent shall be at liberty to fit/weld any additional equipment and fittings for loading, discharging and/or securing cargo. Such work shall be done at the Charterers' risks/expenses and time and the Charterers shall remove such equipment and fitting at their risks/expenses and time prior to redelivery if so required by the Owners.

Clause 94 – Performance Speed - Deleted

Clause 95 – Sea Waybill Clause

Charterers and/or their Agents may issue and sign nonnegotiable Sea Waybills in lieu of Bills of Lading for those Shippers with whom Charterers have contracts allowing or requiring Sea Waybills to be used.

Sea Waybills to be issued subject to CMI Uniform Rules for Sea Waybills and incorporate Clause Paramount covering Hague Rules and Hague-Visby Rules.

Charterers hereby indemnify Owners and hold them harmless in respect of any liability, loss, damage or expenses by reason of the cargo being so delivered by Sea Waybills and receiver non-conformity with one specified in Sea Waybills.

Cargo to be released to the identified Receiver who is strictly same as one in Sea Waybills at discharging port(s) smoothly without presentation of any documents including Sea Waybills/Letter of



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Indemnity to Master.

Clause 96 – U.S. Customs – Trade Partnership against Terrorism (C-TPAT) Clause

The Charterers have voluntarily signed the C-TPAT Agreement with the U.S. Customs Service.

The Owners, Master and Crew will use reasonable efforts to assist the Charterers to comply with their obligations under the C-TPAT Agreement.

However, under no circumstances shall the Owners, Master and Crew be liable for any delays, losses or damages howsoever arising out of any failure to meet the requirements of the C-TPAT Agreement signed by the Charterers.

The Charterers agree to indemnify and hold the Owners, Master and Crew harmless for any claims made against the Owners, Master and Crew or for any delays, losses, damages, expenses or penalties suffered by the Owners arising out of the C-TPAT Agreement signed by the Charterers.

Clause 97 – U.S. Security Clause

If the vessel calls in the United States, including any U.S. territory the following provisions shall apply with respect to any applicable security regulations or measures:

Notwithstanding anything else contained in this Charter Party all costs or expenses arising out of or related to security regulations or measures required by any U.S. authority including but not limited to security guards, launch services, tug escorts, port security fees or taxes and inspections shall be for Charterers' account unless such costs or expenses result solely from Owners' negligence.

Clause 98 – Asian Gypsy Moth Clause

BIMCO Asian Gypsy Moth (AGM) Clause

(a) The Owners shall deliver the vessel free of Asian Gypsy Moth (AGM). If the vessel has within the last twenty-four (24) months prior to delivery traded to an area where there is a risk of infestation by Asian Gypsy Moth (AGM), the Owners shall, on delivery, provide an inspection certificate stating that the vessel is free from infestation by Asian Gypsy Moth (AGM) issued by an appropriate and recognised certification body (an Asian Gypsy Moth (AGM) Free Certificate) dated no earlier than the date of departure from the last port of call in such area.

(b) Should the Charterers order the vessel to an area where there is a risk of infestation by Asian Gypsy Moth (AGM), the Charterers shall take all reasonable steps at their expense to mitigate the risk of infestation. If infestation should nevertheless occur, the Charterers shall ensure that such infestation is removed from the vessel. Without prejudice to this obligation, the Charterers shall provide an Asian Gypsy Moth (AGM) Free Certificate from the last port of call in the aforementioned area. Notwithstanding the issuing of such a certificate, should an infestation of Asian Gypsy Moth (AGM) be found or suspected, the Charterers shall be responsible for any consequences whatsoever, including but not limited to costs and third party liabilities. The vessel shall remain on hire throughout.

(c) The Charterers shall redeliver the vessel free of Asian Gypsy Moth (AGM). If the vessel has traded



to an area where there is a risk of infestation by Asian Gypsy Moth (AGM) the Charterers shall, on redelivery, provide an Asian Gypsy Moth (AGM) Free Certificate dated no earlier than the date of departure from the last port of call in such area.

Clause 99 – Gulf of Aden (GOA) Clause

Aden passage allowed during the period, but maximum three (3) transits per year under following Gulf of Aden Clause

Gulf of Aden/Indian Ocean High Risk Area Transit (150720)

Notwithstanding any other provisions in this charter party, it is hereby agreed that Owners will permit the vessel to transit the High Risk Area (HRA) of the Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea (as defined by the Joint War Committee of Lloyds Market Association from time to time) subject to the following terms and conditions:

1. Security Guards.

a. Owners will employ an armed security team comprising 3 (three) members on board the vessel at their risk and at Charterers' expense. (subject to 1(g) below).

b. Owners will contract with an SSP (Security Services Provider) selected by Charterers from one of the SSPs Such short list shall be provided by Charterers to Owners from time to time for Owners' approval and shall have a minimum of three (3) SSP which shall be considered by Owners and approved – such approval not to be unreasonably withheld for each SSP. Charterers list as of August 2015 is as follows: (i) Ambrey Risk: servicedelivery@ambreyrisk.com (ii) Secure a Ship: commercial.sales@secureaship.com (iii) Diaplous: contact@diaplousms.Com which Charterers confirm are all approved by Charterers' insurers for both LOH and K&R Insurances as mentioned below. Charterers shall review such selection of preferred SSPs from time to time and shall advise Owners accordingly. Charterers confirm that any additions to the SSPs on the short list will be approved by leading underwriters of both LOH and K&R Insurances and will be members of the Security Association for the Maritime Industry (SAMI).

c. The basis of the contractual arrangement between Owners and the SSP will be the BIMCO "Guardcon" contract subject to such amendments as are agreed between Owners and the SSP. Owners will provide Charterers with a copy of the contract with the SSP upon request.

d. The on board security team will be embarked and disembarked at the closest convenient locations to the entry and exit point of the HRA as provided by the chosen SSP.

e. The vessel will take a reasonably direct route through the HRA from the embarkation point of the security team to the disembarkation point but will always proceed via the IRTC (Internationally Recognized Transit Corridor) when proceeding via Suez and/or transiting the Gulf of Aden. By "reasonably direct route", it is understood that this will normally be the shortest practical route between the two points but always subject to the master's discretion to deviate in the case of an actual or threatened security alert or advice from the military authorities in the region concerned to avoid any particular area(s).



f. The contracted SSP will also liaise with Owners/Master to determine an inventory of hardening materials (including full razor wire protection) not already on board, reasonably required for the vessel's forthcoming transit in accordance with BMP4 (Best Management Practices v.4 and any subsequent amendments) to be supplied to the vessel prior to or at the latest at the same time as the embarkation of the security team. Such materials to be paid for by Owners and to be installed by the crew under the direction of and verified by the security team. Provision of hardening materials, if applicable will be reimbursed by Charterers to Owners promptly on presentation of usual supporting documentation.

g. Costs of the SSP will be paid directly by Charterers to the SSP.

2. Insurance.

a. Charterers have contracted for LOH (Loss of Hire) Insurance (including blocking and trapping) for a period not less than 360 days at their expense which Policy includes Owners as a coinsured beneficiary for such transit. The vessel will remain on hire in the event of capture by pirates for a maximum of 360 days.

b. Charterers have contracted for K&R (Kidnap & Ransom) Insurance for an aggregate amount of not less than US\$15,000,000 (fifteen million US Dollars, any one event) with first class underwriters which Policy includes Owners (and/or the vessel Managers) as a coinsured beneficiary for such transit, with primacy in the case. Underwriters for Charterers' K&R Policy have agreed to waive rights of subrogation against Owners' insurance policies including but not limited to Hull and Machinery insurances, Disbursements insurances, Loss of Hire insurances and War Risks insurances for all interests. In the event of an incident leading to capture of the vessel, Owners agree to use Charterers' underwriters' nominated response consultants and to notify same immediately using the following contact details: Eos Risk Management For NonEmergency Maritime CounterPiracy Advice contact +44(0) 1782 283 323 or response@eosrisk.com for assistance . Should an insured event occur please contact: + 44(0) 1782 207 433

c. Owners will contract for additional war risk premium (AWRP) on vessel's total value for each transit of the HRA and advise the expected gross and net cost to Charterers. This cover will be subject to the net premium payable being at or below a level considered reasonable by Charterers (and in line with the current London Insurance Market at the time of transit) and above which level Charterers will have the right to provide their own cover if required. Such premium if contracted by Owners, to be reimbursed by Charterers on presentation of usual supporting documentation evidencing premiums paid. Charterers to have the benefit of any discounts or no claims bonus enjoyed by Owners. If the additional war risk premium (AWRP) is contracted by Charterers, such cover will be placed with first class underwriters and will include Owners as a coinsured beneficiary under the Policy for such transit.

3. Insurance Warranties

a. When armed guards on board:

The assured must register the vessel with MSCHOA (Maritime Security Centre, Horn of Africa) [<http://www.mschoa.eu>] and UKMTO prior to entering the HRA and ensure that all recommendations are fully complied with.



b. When no armed guards onboard:

(i) Vessels Speed: A minimum speed of 9 knots or normal service speed if greater as conditions will allow, if weather conditions require the vessel to reduce speed, the 9 knot warranty will not be applicable. If the vessel is subject to a casualty within the excluded area which results in vessel's inability to maintain minimum of 9 knots, coverage hereon maintained. In the event of any suspicious approaches within the guidelines of Best Management Practice 4 then a minimum 12 knots speed must be adhered to.

(ii) Minimum freeboard whilst fully laden 4.0 metres for all vessels other than Cape size vessels. Minimum freeboard whilst fully laden 6.0 metres for Cape size vessels.

(iii) Razor wire must be fitted to the entire vessel bulwark in respect of breach area.

(iv) Vessel to be fitted with a citadel.

(v) The assured must register the vessel with MSCHOA (Maritime Security Centre, Horn of Africa) [<http://www.mschoa.eu>] and UKMTO prior to entering the HRA and ensure that all recommendations are fully complied with.

4. Annual Review

This Clause and any Insured amounts herein may be reviewed annually prior July 9th and adapted as required after mutual agreement between Owners and Charterers."

Clause 100 – Confidentiality

Negotiations and fixture if any to be kept strictly private and confidential.

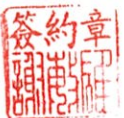
Clause 101 – 2nd Set Bills of Lading Clause

In the absence of the original Bills of Lading at the discharge port, the ship Owners/Master shall undertake to discharge the cargo against the Charterers single Letter of Indemnity (LOI) which shall be worded according to the ship Owners protection and indemnity club approved format, but without any bank guarantee and / or endorsement.

For the purpose of expediting import and customs clearances at the discharge port; the Charterers have the right to require the ship Owners / agents to issue a new set of original Bills of Lading and its nonnegotiable copies as per the charterers required wording.

Within 24 hours after release of the 1st set of original Bills of Lading and its nonnegotiable copies; against Charterers single Letter of Indemnity (LOI) which shall be worded according to the ship owners protection and indemnity club approved format, but without any bank guarantee and / or endorsement; a scanned nonnegotiable copy of the new set (i.e. 2nd set) to be released immediately as agreed, however, the new set (i.e. 2nd set) of original negotiable Bills of Lading shall be released only upon charterers surrendering the 1st set of bills to the ship Owners / agents.

The Charterers shall ensure that there will be no more than 1 set of negotiable Bills of Lading in circulation at any time.



Clause 102 – BIMCO Electronic Bills of Lading Clause

(a) At the Charterers' option, Bills of Lading, waybills and delivery orders referred to in this charter party shall be issued, signed and transmitted in electronic form with the same effect as their paper equivalent.

(b) For the purpose of sub-clause (a) the Owners shall subscribe to and use electronic (paperless) trading systems as directed by the Charterers, provided such systems are approved by the international group of P&I Clubs. Any fees incurred in Subscribing to or for using such systems shall be for the Charterers' account.

(c) The Charterers agree to hold the owners harmless in respect of any additional liability arising from the use of the systems referred to in sub-clause (b), to the extent that such liability does not arise from Owners' negligence.

Clause 103 – Deleted

Clause 104

Charter Party to be drawn up and signed prior to vessel's arrival at discharge port, if needed by Charterers, if Owners fail to assist with same, then all consequences, time lost and expenses, due to failure to comply with same, is to be for account of the Owners.

Clause 105

Owners undertake and warrant that the vessel or any other vessel in the same ownership has not been supplied for fuel by any company of the OW Bunker Group either directly as a supplier or indirectly as an intermediary, a broker or a trader since 1st of September 2014 preceding the delivery of the vessel to Worldwide Bulk Shipping Pte. Ltd. under this Charter party.

Should however the vessel be arrested or the bunkers on board seized or should such an arrest or seizure be threatened, Owners undertake and warrant that they will take immediate steps to prevent or lift such arrest or seizure. Owners further undertake and warrant that they will hold Charterers harmless and indemnify them for any costs, losses of time or any other consequences whatsoever arising out of the non-compliance by Owners with this clause.

Clause 106

Any bunker quality and quantity claim must be notified with full supporting documentation (including but not limited to bunker delivery notes, reports of analysis, analysis results etc.) to Charterers within forty five (45) consecutive days from the date of delivery of the bunkers to the vessel, failing which Owners' claim shall be absolutely waived and time-barred.

Clause 107

Should the vessel be delayed, detained or arrested during the currency of this Charter Party at the suit of any party having or purporting to have a claim against or any interest in the vessel, Master, her crew or Owners, hire under this Charter Party shall not be payable in respect of any period during which the vessel is not fully at Charterers disposal and time is actually lost and any consequential time



and expenses directly resulting from same which the Charterers may incur to be for Owners' account.

Clause 108

Both Owners and Charterers agree that if at any time during the currency of the Charterparty insolvency, court protection or bankruptcy proceedings, winding up, dissolution or liquidation, administration, scheme or arrangement, reorganisation, or any other similar process, in any jurisdiction (either process being hereinafter referred to as "insolvency") is commenced against either Owners or Charterers (the "defaulting party"), the other party ("the non-defaulting party") shall have the option to terminate the Charter party at any time by giving calendar day's notice (notices sent by e-mail are acceptable) to the defaulting party. Upon termination, all performance obligations of both the defaulting party and non-defaulting party shall terminate. Termination of the Charterparty in accordance with this Clause is without prejudice to and shall not affect any rights, accrued or otherwise, that either party may have against the other.

Independently from the right of the non-defaulting party to terminate the Charterparty, the non-defaulting party shall also have the option to set off sums due by the non-defaulting party against sums due to the non-defaulting party by the defaulting party under this Charterparty or otherwise.

Nothing in this clause will be effective to create a charge or other security interest. this Clause will be without prejudice and in addition to any right of lien, right of arrest, retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, Contract or otherwise).

Clause 109

Charterers have the option to load cargo in rain under suitable tenting & tarping at shipper's / Charterers risk against shipper's/Charterers single Letter of Indemnity (LOI). Owners/Master to liaise with load port agents/terminal foreman to facilitate smooth cargo loading. Owners/Master to use his discretion to load under rain but not to unreasonably reject "rain loading".

Clause 110

If a Judgement or Order enforcing or securing a third party claim against Owners (or their affiliate) or the vessel prevents payment of any sums due to be paid by Charterers to Owners, Owners shall discharge it without delay, failing which they shall indemnify Charterers for any direct or indirect losses. While such Judgement or Order subsists, Charterers shall not be in breach of any obligation to pay such sums and Owners shall be precluded from pursuing any proceedings to enforce payment. Owners shall continue to comply with all their obligations under this Charter Party and under any Bill(s) of Lading issued hereunder (including their obligations to prosecute the voyage with the utmost dispatch and to release the cargo for discharge at the discharge port(s)) notwithstanding such nonpayment or other terms herein. Owners will indemnify the Charterers for all losses they may suffer by reason of any such Judgment or Order or breach of this Clause.

Clause 111 – BIMCO Hull Fouling Clause

(a) If, in accordance with the Charterers' orders, the vessel remains at or shifts within a place, customary anchorage and/or berth for an aggregated period exceeding:



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(i) twenty two (22) days in a Tropical Zone or Seasonal Tropical Zone*; or

(ii) twenty seven (27) days outside such Zones*

Any warranties concerning speed and consumption shall be suspended pending inspection of the vessel's underwater parts including, but not limited to, the hull, sea chests, rudder and propeller.

*If no such periods are agreed the default periods shall be fifteen (15) days.

(b) In accordance with Sub-clause (a), either party may call for inspection which shall be arranged jointly by the Owners and the Charterers and undertaken at the Charterers' risk, cost, expense and time.

(c) If, as a result of the inspection either party calls for cleaning of any of the underwater parts, such cleaning shall be undertaken by the Charterers at their risk, cost, expense and time in consultation with the Owners.

(i) Cleaning shall always be under the supervision of the Master and, in respect of the underwater hull coating, in accordance with the paint manufacturers' recommended guidelines on cleaning, if any. Such cleaning shall be carried out without damage to the vessel's underwater parts or coating. If during Charterers' underwater inspection and/or cleaning operations the vessel's antifouling coating is observed to be detaching, the cleaning shall be immediately suspended and resumed only upon Charterers' receipt of the Owners' written hold-harmless confirmation. If the required confirmation is rejected or not received within reasonable time, charters shall be considered to have fulfilled their obligation under the clause. In any such event, the vessel's speed and consumption warranty shall be reinstated.

(ii) If, at the port or place of inspection, cleaning as required under this Sub-clause (c) is not permitted or possible, or if the Charterers choose to postpone cleaning, speed and consumption warranties shall remain suspended until such cleaning has been completed.

(iii) If, despite the availability of suitable facilities and equipment, the Owners nevertheless refuse to permit cleaning, the speed and consumption warranties shall be reinstated from the time of such refusal.

(d) Cleaning in accordance with this Clause shall always be carried out prior to redelivery. If, nevertheless, the Charterers are prevented from carrying out such cleaning, the parties shall, prior to but latest on redelivery, agree a lump sum payment in full and final settlement of the Owners' costs and expenses arising as a result of or in connection with the need for cleaning pursuant to this Clause.

(e) If the time limits set out in Sub-clause (a) have been exceeded but the Charterers thereafter demonstrate that the vessel's performance remains within the limits of this Charter Party the vessel's speed and consumption warranties will be subsequently reinstated and the Charterers' obligations in respect of inspection and/or cleaning shall no longer be applicable.



Clause 112 – BIMCO 2020 Fuel Transition Clause for Time Charter Parties to be applied

(a) Definitions

For the purpose of this Clause:

“Carriage Ban Date” means 1 March 2020.

“Carriage Ban” means the prohibition of the carriage for use of Non-Compliant Fuel as of the Carriage Ban Date.

“Compliant Fuel” means any fuel that meets the Sulphur Content Requirements with effect from the Effective Date.

“Effective Date” means 1 January 2020.

“Non-Compliant Fuel” means any fuel with a sulphur content of more than 0.50%.

“Sulphur Content Requirements” means any sulphur content and related requirements as stipulated in MARPOL Annex VI (as amended from time to time) and/or by any other applicable lawful authority.

(b) Requirements

(i) Before the Effective Date, the Charterers shall have supplied the Vessel with fuel so that on the Effective Date the Vessel shall have sufficient Compliant Fuel to reach the nearest bunkering port where Compliant Fuel is available.

(ii) No later than the Carriage Ban Date there shall be no Non-Compliant Fuel carried for use by the Vessel.

Together subclauses (b)(i) and (ii) are the “Requirements”.

Notwithstanding the Carriage Ban, Owners and Charterers shall cooperate and use reasonable endeavours so that no later than the Effective Date there shall be no Non-Compliant Fuel carried for use by the Vessel.

(c)(i) In order to meet the Requirements, the Charterers shall at their risk, time and cost ensure that any Non-Compliant Fuel remaining on board after the Effective Date shall be discharged from the Vessel’s bunker tanks until such tanks are free of liquid and pumpable fuel latest by the Carriage Ban Date or the redelivery date of the Vessel, whichever occurs first; and

(ii) in respect of the bunker tanks that are free of liquid and pumpable fuels, Owners shall at their risk, time and cost ensure that such tanks are fit to receive Compliant Fuel, taking into account the type of Compliant Fuel that will be loaded into such bunker tanks.

Compliant fuel shall not be loaded into a Vessel’s bunker tanks until the steps described above in subclause (c)(i) and (c)(ii) have been carried out in respect of such bunker tanks.



Once bunker tanks are fit in accordance with subclause (c)(ii), no Non-Compliant Fuel shall be loaded into such bunker tanks.

(d) Disposal of Non-Compliant Fuel – In respect of Non-Compliant Fuel, if any, which needs to be discharged from the Vessel in accordance with subclause (c)(i). Charterers shall dispose of such fuel in accordance with any applicable local regulations at Charterers' risk, time and cost.

(e) Segregation – Unless otherwise agreed between Owners and Charterers, each supply of Compliant Fuel shall be bunkered into empty tanks within the Vessel's natural segregation.

Clause 113– BIMCO 2020 Marine Fuel Sulphur Content Clause for Time Charter Parties to be applied

(a) For the purpose of this Clause, "Sulphur Content Requirements" means any sulphur content and related requirements as stipulated in MARPOL Annex VI (as amended from time to time) and/or by any other applicable lawful authority.

(b) The Charterers shall supply fuels to permit the Vessel, at all times, to comply with any applicable Sulphur Content Requirements. All such fuels shall meet the specifications and grades set out in this Charter Party.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers shall comply with the Sulphur Content Requirements.

The Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all losses, damages, liabilities, delays, deviations, claims, fines, costs, expenses, actions, proceedings, suits, demands arising out of the Charterers' failure to comply with this subclause (b), and the Vessel shall remain on hire throughout.

(c) The Owners warrant that the Vessel shall comply with the Sulphur Content Requirements.

Subject to the Charterers having supplied the Vessel with fuels in accordance with subclause (b), the Charterers shall not otherwise be liable for any losses, damages, liabilities, delays, deviations, claims, fines, costs, expenses, actions, proceedings, suits, demands arising out of the Owners' failure to comply with this subclause (c).



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New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees or Owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or Owners of the goods to the carrier before delivery.

The Charterers shall procure that all Bill of Lading issued under this Charter Party shall contain the same Clause.

New Both To Blame Collision Clause

If the liability for any collision in which the vessel is involved while performing this Charter Party fails to be determined in accordance with the laws of the United States of America, the following clause shall apply.

Both to Blame Collision Clause

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005

(a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the vessel, at all times, to comply with the maximum



sulphur content requirements of any emission control zone when the vessel is ordered to trade within that zone.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Sub-clause (a).

(b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (a), the Owners warrant that:

- (i) the vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and
- (ii) the vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone.

Subject to having supplied the vessel with fuels in accordance with Sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the vessel failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.

IPSA/MTSA Clause for Time Charter Parties 2005

(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the vessel and 'The Company' as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the vessel and the Owners' (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or 'The Company' Owners to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.



(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Where sub-letting is permitted under the terms of this Charter Party, the Charterers shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners and the Master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:

The Charterers shall provide the Owners with their full style contact details and, where subletting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party.

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(d) If either party makes any payment which is for the other party account according to this Clause, the other party shall indemnify the paying party.

War Risks Clause for Time Charterers, 2004 (Code Name: CONWARTIME 2004)

(a) or the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat Charterers, disponent Owners, managers or other operators who are charged with the management of the vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the vessel, her cargo, crew or other persons on board the vessel.

(b) The vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the vessel, her cargo, crew or other persons on board the



vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(c)

The vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(f) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;



(iv) to discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier;

(v) to call at any other port to change the crew or any part thereof or other persons on board the vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

BIMCO Piracy Clause for Time Charter Parties 2013

(a) Deleted.

(b) Deleted.

(c) If the vessel proceeds to or through an area exposed to the risk of Piracy the owners shall have the liberty:

(i) to take reasonable preventative measures to protect the vessel, crew and cargo including but not limited to re-routeing within the area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the vessel (including embarkation/disembarkation).

(ii) to comply with the requirements of the Owners' insurers under the terms of the vessel's insurance(s);

(iii) to comply with all orders, directions, recommendations or advice given by the Government of the nation under whose flag the vessel sails, or other government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) to comply with the terms of any resolution of the security council of the United Nations, the effective orders of any other supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;



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And the Charterers shall indemnify the Owners for any claims from holders of Bills of Lading or third parties caused by the vessel proceeding as aforesaid, save to the extent that such claims are covered by additional insurance as provided in sub-clause (d)(iii).

(d) costs

(i) if the vessel proceeds to or through an area where due to risk of piracy additional costs will be incurred including but not limited to additional personnel and preventative measures to avoid piracy, such reasonable costs shall be for the Charterers' account. Any time lost waiting for convoys, following recommended routing, timing, or reducing speed or taking measures to minimise risk, shall be for the Charterers' account and the vessel shall remain on hire;

(ii) if the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers;

(iii) if the vessel proceeds to or through an area exposed to the risk of piracy, the Charterers shall reimburse to the Owners any additional premiums required by the owners' insurers and the costs of any additional insurances that the Owners reasonably require in connection with piracy risks which may include but not be limited to war loss of hire and/or maritime K&R.

(iv) all payments arising under sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on redelivery, whichever occurs first.

(e) if the vessel is attacked by pirates any time lost shall be for the account of the Charterers and the vessel shall remain on hire.

(f) if the vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the vessel released. The vessel shall remain on hire throughout the seizure and the Charterers' obligations shall remain unaffected, except that hire payments shall cease as of the ninety-first (91st) day after the seizure until release. The Charterers shall pay hire, or if the vessel has been redelivered, the equivalent of Charter Party hire, for any time lost in making good any damage and deterioration resulting from the seizure. The Charterers shall not be liable for late redelivery under this Charter party resulting from the seizure of the vessel.

(g) if in compliance with this clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this clause and any implied or express provision of the Charter Party, this Clause shall prevail.

BIMCO Radiation Risk Clause for Time Charter Parties

(a) The vessel shall not be obliged to proceed or required to continue to or through or remain at, any port, place, area or zone, or any waterway or canal (hereinafter "Area") which may expose the vessel, her cargo, crew or other persons on board the vessel to danger from levels of ionizing radiations from



or contamination by radioactivity from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof (hereinafter "Radioactivity") determined by a competent local, national or international authority (including but not limited to the International Atomic Energy Authority and the World Health Organization (WHO)) to be harmful to human health.

(b) If in accordance with sub-clause (a) the Owners decide that the vessel shall not proceed or continue to or through or remain in the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of waiting for or complying with such orders shall not be considered off-hire.

(c) The vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, delivery, or in any other way whatsoever.

(d) The Charterers warrant that they shall not load cargoes and/or empty containers and/or supply bunkers that have levels of Radioactivity in excess of normal background radiation levels for the Area. The Owners, at their discretion, may arrange for a radioactive survey by an independent qualified surveyor, at the Charterers' cost, expense and time. If the level of Radioactivity in the cargoes, empty containers and/or bunkers is determined by the surveyor to exceed normal background levels, the Owners shall have the right to refuse to load such cargoes, empty containers and/or bunkers.

(e) Any delays arising out of measures taken by port authorities to screen the vessel for radiation either in the countries affected by Radioactivity or at subsequent ports of call shall be for the Charterers' account. Any time lost as a result of complying with such screening shall not be considered off-hire.

(f) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.



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APPENDIX II

UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

(A) UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

Introduction

The unaudited pro forma financial information (the “Unaudited Pro Forma Financial Information”), comprising the unaudited pro forma consolidated statement of financial position of the Company and its subsidiaries (collectively the “Group”) and related notes, has been prepared in accordance with Rule 4.29 of the Listing Rules for the purposes of illustrating the effect of the leasing of the Vessel under the Charterparty as if it had been completed on 31 December 2021.

The Unaudited Pro Forma Financial Information is prepared based on the audited consolidated statement of financial position of the Group as at 31 December 2021, which has been extracted from the published annual report of the Company for the year ended 31 December 2021, after making pro forma adjustments relating to the leasing of the Vessel under the Charterparty, as if they had been completed on 31 December 2021.

The Unaudited Pro Forma Financial Information has been prepared for illustrative purpose only and because of its nature, it may not give a true picture of the Group’s financial position following the completion of the leasing of the Vessel under the Charterparty. Further, the Unaudited Pro Forma Financial Information of the Group does not purport to predict the future financial position of the Group after the completion of the leasing of the Vessel under the Charterparty.

The Unaudited Pro Forma Financial Information of the Group after the leasing of the Vessel under the Charterparty should be read in conjunction with the historical financial information of the Group as set out in Appendix I to this circular and other financial information included elsewhere in this circular.

Unaudited Pro Forma Consolidated Statement of Financial Position

	As at 31 December 2021 HK\$'000 Notes (i)	Pro forma adjustments HK\$'000	Notes (ii)	Pro forma total HK\$'000
ASSETS AND LIABILITIES				
Non-current assets				
Property, plant and equipment	3,056,304	191,698	(a)	3,248,002
Investment properties	385,220			385,220
Financial assets at fair value through OCI	121,359			121,359
Loan receivables	28,841			28,841
Intangible assets	888			888
	<u>3,592,612</u>			<u>3,784,310</u>

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**UNAUDITED PRO FORMA
FINANCIAL INFORMATION OF THE GROUP**

	As at 31 December 2021 HK\$'000 Notes (i)	Pro forma adjustments HK\$'000	Notes (ii)	Pro forma total HK\$'000
Current assets				
Inventories	26,623			26,623
Loan receivables	43,200			43,200
Trade and other receivables	156,911			156,911
Financial assets at fair value through profit or loss	368,898			368,898
Pledged deposits	64,792			64,792
Bank balances and cash	269,175			269,175
	<u>929,599</u>			<u>929,599</u>
Current liabilities				
Trade and other payables	180,048			180,048
Taxation payable	234			234
Secured bank loans	515,363			515,363
	<u>695,645</u>			<u>695,645</u>
Non-current liabilities				
Secured bank loans	345,073			345,073
Lease liabilities	—	191,698	(b)	191,698
	<u>345,073</u>			<u>536,771</u>
Net assets	<u>3,481,493</u>			<u>3,481,493</u>
EQUITY				
Equity attributable to shareholders of the Company				
Issued capital	381,639			381,639
Reserves	1,593,150			1,593,150
	<u>1,974,789</u>			<u>1,974,789</u>
Non-controlling interests	<u>1,506,704</u>			<u>1,506,704</u>
Total equity	<u>3,481,493</u>			<u>3,481,493</u>

APPENDIX II

UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

Notes:

- (i) The amounts are extracted from the audited consolidated statement of financial position of the Group as at 31 December 2021 as set out in the published annual report of the Group for the year ended 31 December 2021.

No adjustment has been made to reflect any operating results or other transactions of the Group entered into subsequent to 31 December 2021.

- (ii) Notes to the pro forma adjustments

- (a) The increase in property, plant and equipment represents the unaudited value of the right-of-use asset for the Vessel of approximately US\$24.6 million (equivalent to approximately HK\$191.7 million), which is calculated with the present value of total minimum hire payment at the inception of the lease terms of the Charterparty in accordance with HKFRS 16 Leases. The Group will depreciate the right-of-use asset over the lease terms which will be charged to the consolidated statement of profit or loss.
- (b) Lease liabilities amounting to approximately US\$24.6 million (equivalent to approximately HK\$191.7 million) will be recognized by the Group in the consolidated statement of financial position and will decrease upon the settlement of lease payments to the Lessor accordingly. Interest expenses on the lease liabilities will be recognized at the discount rate of approximately 4.3% per annum.



Grant Thornton
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**INDEPENDENT REPORTING ACCOUNTANTS' ASSURANCE REPORT ON THE
COMPILATION OF UNAUDITED PRO FORMA FINANCIAL INFORMATION**

TO THE DIRECTORS OF JINHUI HOLDINGS COMPANY LIMITED

We have completed our assurance engagement to report on the compilation of unaudited pro forma financial information of Jinhui Holdings Company Limited (the "**Company**") and its subsidiaries (collectively referred to as the "**Group**") by the directors of the Company (the "**Directors**") for illustrative purposes only. The unaudited pro forma financial information consists of the unaudited pro forma consolidated statement of financial position as at 31 December 2021 and related notes as set out on pages 12 to 14 of the Company's circular date 22 July 2022 (the "**Circular**"). The applicable criteria on the basis of which the Directors have compiled the unaudited pro forma financial information are described on pages 12 to 14 of the Circular.

The unaudited pro forma financial information has been compiled by the Directors to illustrate the impact of leasing a vessel under the charterparty (the "**Lease**") on the Group's financial position as at 31 December 2021 and as if the Lease had taken place at 31 December 2021. As part of this process, information about the Group's financial position and financial performance has been extracted by the Directors from the consolidated financial statements of the Company for the year ended 31 December 2021, on which an audit report has been published.

Directors' Responsibilities for the Unaudited Pro Forma Financial Information

The Directors are responsible for compiling the unaudited pro forma financial information in accordance with paragraph 4.29 of the Rules Governing the Listing of Securities on the The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and with reference to Accounting Guideline 7 "Preparation of Pro Forma Financial Information for Inclusion in Investment Circulars" ("**AG 7**") issued by the Hong Kong Institute of Certified Public Accountants (the "**HKICPA**").

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the HKICPA, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

Our firm applies Hong Kong Standard on Quality Control 1 "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements" issued by the HKICPA and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting Accountants' Responsibilities

Our responsibility is to express an opinion, as required 4.29(7) of the Listing Rules, on the unaudited pro forma financial information and to report our opinion to you. We do not accept any responsibility for any reports previously given by us on any financial information used in the compilation of the unaudited pro forma financial information beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements 3420 "Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus" issued by the HKICPA. This standard requires that the reporting accountants plan and perform procedures to obtain reasonable assurance about whether the Directors have compiled the unaudited pro forma financial information in accordance with 4.29 of the Listing Rules and with reference to AG 7 issued by the HKICPA.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the unaudited pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the unaudited pro forma financial information.

The purpose of unaudited pro forma financial information included in an investment circular is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the Group as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the Lease at 31 December 2021 would have been as presented.

A reasonable assurance engagement to report on whether the unaudited pro forma financial information has been properly compiled on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the Directors in the compilation of the unaudited pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related unaudited pro forma adjustments give appropriate effect to those criteria; and
- the unaudited pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting accountants' judgment, having regard to the reporting accountants' understanding of the nature of the Group, the event or transaction in respect of which the unaudited pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the unaudited pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

- (a) the unaudited pro forma financial information has been properly compiled on the basis stated;
- (b) such basis is consistent with the accounting policies of the Group; and
- (c) the adjustments are appropriate for the purposes of the unaudited pro forma financial information as disclosed pursuant to paragraph 4.29(1) of the Listing Rules.

 HC CA

Grant Thornton Hong Kong Limited
Certified Public Accountants

Hong Kong, 22 July 2022



Grant Thornton
致同

Our ref: KK/JLCW/100029

PRIVATE AND CONFIDENTIAL

The Board of Directors
Jinhui Holdings Company Limited
26/F, Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

22 July 2022

**Grant Thornton
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Dear Sirs

**Jinhui Holdings Company Limited (the "Company") and its subsidiaries
(the "Group")
Major Transaction in respect of leasing a vessel under the charterparty**

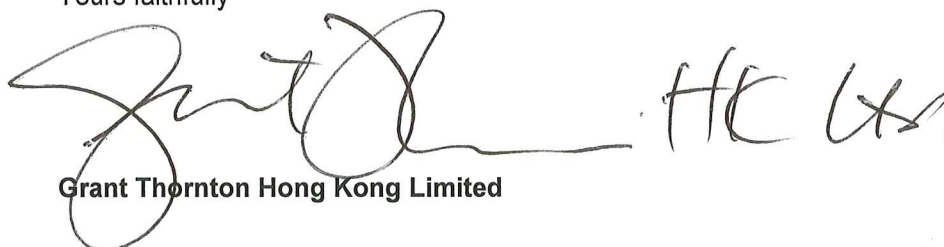
Consent Letter

We refer to the circular dated 22 July 2022 in connection with the major transaction in respect of leasing a vessel under the charterparty (the "Lease"), a Panamax of deadweight approximately 84,000 metric tons bulk carrier which will be named as M.V. "TAHO CIRCULAR" and registered in the Republic of Liberia (the "Circular"), a copy of which is attached and initialed by us on its front cover for identification purposes.

We hereby consent to the inclusion of our independent reporting accountant's assurance report on the compilation of pro forma financial information of the Group dated 22 July 2022, and the references to our name in the form and context in which they are included in the Circular.

This consent should not be construed as in any way updating or refreshing the aforementioned reports nor do we accept responsibility for such report beyond that owed to those to whom the report was addressed by us at the date of its issue.

Yours faithfully



Grant Thornton Hong Kong Limited

Certified Public Accountants

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The Board of Directors
Jinhui Holdings Company Limited
26th Floor, Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

Date: 20th May 2022

Dear Sirs,

Major Transaction of Jinhui Holdings Company Limited (the “Company”)

FAIRLINE CONSULTANTS LIMITED, incorporated in the British Virgin Islands, being the shareholder of the Company who holds 205,325,568 issued shares (approximately 38.72% of the total issued shares of the Company) and 407,858 issued shares of Jinhui Shipping and Transportation Limited (“Jinhui Shipping”) (approximately 0.37% of the total issued shares of Jinhui Shipping) as at date of this letter. Mr. Ng Siu Fai, Chairman and executive director of the Company, is the beneficial owner holding 51% of FAIRLINE CONSULTANTS LIMITED.

TIMBERFIELD LIMITED, incorporated in the British Virgin Islands, being the shareholder of the Company who holds 136,883,712 issued shares (approximately 25.81% of the total issued shares of the Company) and 260,000 issued shares of Jinhui Shipping (approximately 0.24% of the total issued shares of Jinhui Shipping) as at date of this letter. Mr. Ng Kam Wah, Managing Director and executive director of the Company, is the beneficial owner of TIMBERFIELD LIMITED.

Mr. Ng Siu Fai and Mr. Ng Kam Wah are brothers and the two founders of the Group. FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED, being a closely allied group of shareholders, together hold 342,209,280 shares which represent a controlling interests of approximately 64.53% of the total issued shares of the Company and voting rights in general meetings of the Company and 667,858 issued shares of Jinhui Shipping (approximately 0.61% of the total issued shares of Jinhui Shipping) as at date of this letter.

Under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the leasing of vessel under the charterparty constitutes a major transaction for the Company.

FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED are not interested in the leasing of vessel under the charterparty, other than through its shareholding interest in the Company and Jinhui Shipping as aforesaid.

FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED, hereby irrevocably and unconditionally approve the leasing of vessel under the charterparty on the respective terms of the agreement, copy of which is attached thereto.

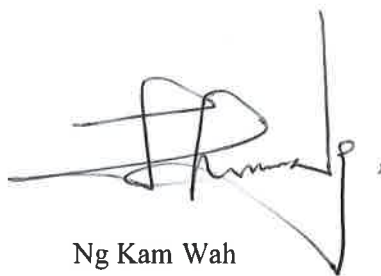
You are hereby authorised to provide a copy of this approval to The Stock Exchange of Hong Kong Limited and to any other persons to whom disclosure of this approval is deemed appropriate by the Board of Directors of the Company.

Yours faithfully
For and on behalf of
Fairline Consultants Limited



Ng Siu Fai
Authorized Signature

For and on behalf of
Timberfield Limited



Ng Kam Wah
Authorized Signature