

SHIPBUILDING CONTRACT  
FOR  
CONSTRUCTION OF ONE 1600TEU CONTAINER VESSEL

(HULL NO. H2486)

BETWEEN

CA SHIPPING COMPANY LIMITED, OR ITS NOMINEE

as BUYER

and

CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED

as SELLER



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## SHIPBUILDING CONTRACT

FOR

CONSTRUCTION OF ONE 1600TEU CONTAINER VESSEL

(HULL NO. H2486)

This CONTRACT, entered into this 1st day of August 2022 by and between CA SHIPPING COMPANY LIMITED, a corporation organized and existing under the Laws of Hong Kong, having its registered office at 1801, 18/F, Worldwide House, 19 Des Voeux Road Central, Hong Kong, or its nominee (hereinafter called the "BUYER"); and CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED, a corporation organized and existing under the Laws of the People's Republic of China, having its registered office at 188 Changzhou Road, Huangpu District, Guangzhou, 510715, the People's Republic of China (Hereinafter called the "SELLER").

WITNESSETH

in consideration of the mutual covenants contained herein, the SELLER agrees to design, build, launch, equip and complete at the SELLER's shipyard of SELLER's subsidiary, Guangzhou Wenchong Shipyard Co., Ltd with address of No.1 Wenchuan Road, Huangpu District, Guangzhou and to sell and deliver to the BUYER after completion and trial one (1) 1600TEU container vessel as more fully described in Article I hereof, to be registered under the flag of Hong Kong or Liberia or other convenient flags which shall be decided by the BUYER within one month after the Contract being effective and the BUYER agrees to purchase and take delivery of the aforesaid VESSEL from the SELLER and to pay for the same in accordance with the terms and conditions hereinafter set forth.





## ARTICLE I DESCRIPTION AND CLASS

## 1. DESCRIPTION

The VESSEL is a 1600TEU CONTAINER VESSEL, at designed draft moulded of 8.5 meters (hereinafter called the "VESSEL") of the class described below. The VESSEL shall have the SELLER's Hull No. H2486 and shall be designed, constructed, equipped and completed in accordance with the following "Specifications":

- (1) Specification (Drawing No. SC4968-010-02SM/1600TEU.CA-01)
- (2) General Arrangement (Drawing No. SC4968-010-03/1600TEU.CA-02)
- (3) Midship Section (Drawing No. SC4968-011-01/1600TEU.CA-03)
- (4) Makers list (Drawing No. 1600TEU.CA-04)

attached hereto and signed by the BUYER and the SELLER (hereinafter collectively called the "Specifications"), making an integral part hereof.

## 2. CLASS AND RULES

The VESSEL, including its hull, machinery , equipment and outfitting, shall be constructed in accordance with the rules and regulations issued and having become effective and compulsorily applicable to the VESSEL up to and on the date of signing this Contract of DNV (hereinafter called the "Classification Society") except that MARPOL 73/78 Annex VI Tier III regulation for emission reduction of air pollutants ( "NOx Tier III" ) does not apply to the VESSEL since the VESSEL is not to service for NOx ECA (Tier III) area and do not comply with the rules and regulations regarding NOx Tier III. The VESSEL shall be built on the basis of Tier II regulation with the certificate of International Air Pollution Protection Certificate (IAPP) and Statement of compliance with the NOx technical code for main & aux. engine (EIAPP) in compliance with Tier II criterion and shall be distinguished in the record by the symbol of DNV +1A, CONTAINER SHIP, DG(P), COAT-PSPC(B), CMON, BIS, RECYCLABLE, TMON(OIL LUBRICATED), RSCS+, SAFELASH, E0, BWM(T), LCS and shall also comply with the rules and regulations as fully described in the Specifications.

The requirements of the authorities as fully described in the Specifications including that of the Classification Society are to include any additional rules or circulars thereof issued and become effective and compulsorily applicable to the VESSEL up to and on the date of signing this Contract.

The SELLER shall arrange with the Classification Society to assign a representative or representatives (hereinafter called the "Classification Surveyor") to the SELLER's Shipyard for supervision of the construction of the VESSEL.

All fees and charges incidental to Classification and to comply with the rules, regulations and requirements of this Contract as described in the Specifications issued, effective and compulsorily applicable to the VESSEL up to the date of signing this Contract as well as flag authorities, if any, payable on account of the construction of the VESSEL shall be for the account of the SELLER, except as otherwise provided and agreed herein. The key plans, materials and workmanship entering into the construction of the VESSEL shall at all times be subject to inspections and tests in accordance with the rules and regulations of the Classification Society.

Decisions of the Classification Society as to compliance or noncompliance with Classification rules and regulations as well as any other laws, rules, regulations and circulars applicable to the VESSEL under this Contract shall be final and binding upon the parties hereto. If any disagreement arisen by the BUYER or SELLER to the decisions of the site office of the Classification Society, the decisions shall be made by head office of the Classification Society and Vessel's Flag if applicable.

### 3. PRINCIPAL PARTICULARS AND DIMENSIONS OF THE VESSEL

#### (a) Hull:

Length overall	abt.	166.95m
Length between perpendiculars		164.00 m
Breadth moulded		27.50m
Depth moulded		14.50 m
Design Draft moulded		8.50 m
Scantling Draft moulded		10.00m

#### (b) Propelling Machinery:

The VESSEL shall be equipped, in accordance with the Specifications, with MAN B&W 6S50ME-C9.7 (SMCR 7580kW / CSR 6822kW) Tier II type Main Engine.

### 4. GUARANTEED SPEED

The SELLER guarantees that the trial speed, after correction, is to be not less than 16.95 nautical miles per hour on the condition stipulated in the Specification.

The trial speed shall be corrected for wind speed and shallow water effect. The correction method of the speed shall be as specified in the Specifications.

#### 5. GUARANTEED FUEL CONSUMPTION

The SELLER guarantees that the fuel oil consumption of the Main Engine is not to exceed 162.7 grams/kilowatt/hour at normal continuous output at shop trial based on diesel fuel oil having a lower calorific value of 42,700 kilojoule per kilogram at ISO 3046-1:2002(E) and ISO 15550:2002(E) ambient condition and fulfilling the IMO NOx emission limitation Tier II, which shall be determined by shop test and exhaust back pressure of 30mbar.

#### 6. GUARANTEED DEADWEIGHT

The SELLER guarantees that the VESSEL is to have a deadweight of not less than 23700 metric tons at the scantling draft moulded of 10.00 meters in sea water of 1.025 specific gravity.

The term, "Deadweight", as used in this Contract, shall be as defined in the Specifications.

The actual deadweight of the VESSEL expressed in metric tons shall be based on calculations made by the SELLER and checked by the BUYER, and all measurements necessary for such calculations shall be performed in the presence of the BUYER's Supervisor(s) or the party authorized by the BUYER.

Should there be any dispute between the SELLER and the BUYER in such calculations and/or measurements, the decision of the Classification Society shall be final.

#### 7. GUARANTEED NUMBER OF 14 TON CONTAINER LOADINGS

The SELLER guarantees that the VESSEL shall be able to carry 1250 containers of 20ft with homogeneous weight of 14t at a draught of 10.00 m.

#### 8. SUBCONTRACTING:



The SELLER may inform the Buyer in advance, at its sole discretion and responsibility, and subcontract any portion of the construction work of the VESSEL within the upper limit of 50% of the main hull construction from outsourcing to experienced subcontractors, but delivery and final assembly into the VESSEL of any such work subcontracted shall be at the shipyard of SELLER's subsidiary. The Hatch Covers, Hatch Coaming and accommodation block shall not be counted towards the 50% of the main hull construction allowed. The SELLER shall remain responsible for such subcontracted work. Quality survey of the subcontractors may be performed by the BUYER at any time before work commences and the BUYER might request SELLER to replace any subcontractor whose level of workmanship has been demonstrated not to meet the requirements of the CONTRACT and the Specifications. The SELLER shall repair the unqualified work done by subcontractors if any.

#### 9. REGISTRATION:

The VESSEL shall be registered by the BUYER at its own cost and expenses under the laws of Hong Kong or Liberia or other convenient flags which shall be decided by the BUYER within one month after the Contract being effective at the time of delivery and acceptance thereof.

## ARTICLE II CONTRACT PRICE & TERMS OF PAYMENT

### 1. CONTRACT PRICE:

The purchase price of the VESSEL is United States Dollars Twenty-Seven Million Five Hundred Thousand only (US\$ 27,500,000.00), net receivable by the SELLER (hereinafter called the "Contract Price"), which is exclusive of the cost for the BUYER's Supplies as provided in Article V hereof, and shall be subject to upward or downward adjustment, if any, as hereinafter set forth in this Contract.

### 2. CURRENCY:

Any and all payments by the BUYER to the SELLER under this Contract shall be made in United States Dollars.

### 3. TERMS OF PAYMENT:

The Contract Price shall be paid by the BUYER to the SELLER in instalments as follows:

#### (a) 1st Instalment:

The sum of United States Dollars Five Million Five Hundred Thousand only (US\$ 5,500,000.00), representing Twenty percent (20%) of the Contract Price, shall become due and payable and be paid by the BUYER within five (5) Banking Days after effectiveness of this Contract.

#### (b) 2nd Instalment:

The sum of United States Dollars Two Million Seven Hundred and Fifty Thousand only (US\$ 2,750,000.00), representing Ten percent (10%) of the Contract Price, shall become due and payable and be paid by the BUYER within five (5) Banking Days after the cutting of the first steel plate of the VESSEL. The SELLER shall notify the BUYER with evidence from Classification Society stating that the 1st steel plate has been cut in its workshop and demand for payment of this instalment.

#### (c) 3rd Instalment:

The sum of United States Dollars One Million Three Hundred and Seventy Five Thousand only (US\$ 1,375,000.00), representing Ten percent (5%) of the Contract Price, shall become due and payable and be paid by the BUYER within five (5) Banking Days after keel-laying of the first section of the VESSEL. The SELLER shall notify the BUYER with evidence from Classification Society stating that the said keel-laying has been carried out and demand for payment of this instalment.

(d) 4th Installment:

The sum of United States Dollars One Million Three Hundred and Seventy Five Thousand only (US\$ 1,375,000.00), representing Ten percent (5%) of the Contract Price, shall become due and payable and be paid by the BUYER within five (5) Banking Days after launching of the VESSEL. The SELLER shall notify the BUYER with evidence from Classification Society stating that the said launching has been carried out and demand for payment of this instalment.

(e) 5th Installment (Payment upon Delivery of the VESSEL):

The sum of United States Dollars Sixteen Million Five Hundred Thousand Only (US\$ 16,500,000.00), representing Seventy percent (60%) of the Contract Price, plus any increase or minus any decrease due to modifications and/or adjustments of the Contract Price in accordance with provisions of the relevant Articles hereof, shall become due and payable and be paid by the BUYER to the SELLER concurrently with delivery of the VESSEL. The SELLER shall send to the BUYER a telefax or email demand for this installment ten (10) days prior to the scheduled date of delivery of the VESSEL, and a three (3) days definite notice prior to delivery of the VESSEL.

#### 4. METHOD OF PAYMENT:

(a) 1st Instalment:

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3 (a) by telegraphic transfer to CHINA CITIC BANK GUANGZHOU BRANCH, F48, Zhongxin Plaza, No.233 Tianhe North Road, Tianhe District, Guangzhou, China (SWIFT CODE: CIBKCNBJ510) for the account of SELLER (Account No. 7443901482100000139). Or through SELLER's account of other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER at least 10 banking days prior to the due date for payment.

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3 (b) by telegraphic transfer to CHINA CITIC BANK GUANGZHOU BRANCH, F48, Zhongxin Plaza, No.233 Tianhe North Road, Tianhe District, Guangzhou, China (SWIFT CODE: CIBKCNBJ510) for the account of SELLER (Account No. 7443901482100000139), or through SELLER's account of other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER at least 10 Banking Days prior to the due date for payment.

(c) 3rd Instalment:

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3 (b) by telegraphic transfer to CHINA CITIC BANK GUANGZHOU BRANCH, F48, Zhongxin Plaza, No.233 Tianhe North Road, Tianhe District, Guangzhou, China (SWIFT CODE: CIBKCNBJ510) for the account of SELLER (Account No. 7443901482100000139), or through SELLER's account of other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER at least 10 Banking Days prior to the due date for payment.

(d) 4th Installment

The BUYER shall remit the amount of this installment in accordance with Article II, Paragraph 3 (b) by telegraphic transfer to CHINA CITIC BANK GUANGZHOU BRANCH, F48, Zhongxin Plaza, No.233 Tianhe North Road, Tianhe District, Guangzhou, China (SWIFT CODE: CIBKCNBJ510) for the account of SELLER (Account No. 7443901482100000139), or through SELLER's account of other receiving bank to be nominated by the SELLER from time to time and such nomination shall be notified to the BUYER at least 10 Banking Days prior to the due date for payment.

(e) 5th Installment (Payable upon delivery of the VESSEL):

The BUYER shall, at least two (2) Banking Days prior to the scheduled date of delivery of the VESSEL, make an irrevocable cash deposit in the name of the BUYER with SELLER's BANK, for a period of eight (8) banking days and covering the amount of this installment (as adjusted in accordance with the provisions of this Contract), with an irrevocable instruction that the said amount shall be released to the SELLER against presentation by the SELLER to the said SELLER's BANK, of a copy of the Protocol of Delivery and Acceptance signed



by the BUYER's authorized representative and the SELLER. Interest, if any, accrued from such deposit, shall be for the benefit of the BUYER.

If the delivery of the VESSEL is not effected on or before the expiry of the aforesaid eight (8) banking days deposit period, the BUYER shall have the right to withdraw the said deposit plus accrued interest upon the expiry date. However when the newly scheduled delivery date is notified to the BUYER by the SELLER, the BUYER shall make the cash deposit in accordance with the same terms and conditions as set out above.

#### 5. PREPAYMENT:

The BUYER shall have the right to make prepayment of any and all instalments before delivery of the VESSEL, by giving to the SELLER at least thirty (30) days prior written notice, without any price adjustment of the VESSEL for such prepayment.

#### 6. SECURITY FOR PAYMENT OF INSTALMENTS BEFORE DELIVERY:

The BUYER shall, within Three (3) Working Days after BUYER's board approval, deliver to the SELLER an irrevocable and unconditional Letter of Guarantee (the "Payment Guarantee") in the form annexed hereto as Exhibit "B" in favour of the SELLER issued by CSSC (Hong Kong) Shipping Company Limited ("CSSCHK") and ASL Shipping, Limited ("ASL") (collectively called the "Payment Guarantor"). CSSCHK and ASL shall secure the BUYER's obligation, severally and proportionally, respectively guarantee 60% and 40% for the sum of the payment of all 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> installments of the Contract Price.

#### 7. REFUNDS

(a) All payments made by the BUYER prior to delivery of the VESSEL shall be in the nature of advance to the SELLER, and in the event this Contract is justifiably, cancelled, rescinded or terminated by the BUYER, all in accordance with the specific terms of this Contract permitting such cancellation, rescission or termination, the SELLER shall refund to the BUYER in United States Dollars the full amount of all sums already paid by the BUYER to the SELLER under this Contract, together with interest (at the rate set out in respective provision thereof) from the respective payment date(s) to the date of remittance by telegraphic transfer of such refund to the account specified by the BUYER.



(b) As security to the BUYER, the SELLER shall, within Five (5) Business Days following the BUYER's board approval, provide the BUYER with a Refund Guarantee (securing refund of the 1st, 2nd, 3<sup>rd</sup> and 4<sup>th</sup> Installments of the Contract Price) to be issued by CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED (hereinafter called the "Refund Guarantor") in the form as per Exhibit "A" annexed hereto.

(c) However, in the event of any dispute between the SELLER and the BUYER with regard to the SELLER's obligation to repay the installment or installments paid by the BUYER and to the BUYER'S right to demand payment from the Refund Guarantor, under its guarantee, and such dispute is submitted either by the SELLER or by the BUYER for arbitration in accordance with Article XIII hereof, the Refund Guarantor shall withhold and defer payment under the Refund Guarantee until the arbitration award between the SELLER and the BUYER is published or the Seller and the Buyer enter into a settlement agreement. The Refund Guarantee should be extended until 45 days after arbitration award has been published or settlement agreement is entered into. The Refund Guarantor shall not be obligated to make any payment under the Refund Guarantee unless the arbitration award orders the SELLER to make repayment. If the SELLER fails to honour the award or perform as per the aforesaid settlement agreement, then the Refund Guarantor shall refund to the extent the arbitration award orders.

## ARTICLE III ADJUSTMENT OF THE CONTRACT PRICE

The Contract Price of the VESSEL shall be subject to adjustments as hereinafter set forth. It is hereby understood by both parties that any reduction of the Contract Price is by way of liquidated damages and not by way of penalty.

## 1. DELIVERY

- (a) No adjustment shall be made, and the Contract Price shall remain unchanged for the Thirty (30) days of delay in delivery of the VESSEL beyond the Delivery Date as defined in Article VII hereof ending as of twelve o'clock midnight (Beijing Time) of the Thirtieth (30th) day of delay.
- (b) If the delivery of the VESSEL is delayed more than Thirty (30) days after the date as defined in Article VII hereof, then, in such event, beginning at twelve o'clock midnight (Beijing Time) of the Thirtieth (30th) day after the date on which delivery is required under this Contract, the Contract Price of the VESSEL shall be reduced by deducting therefrom the sum of United States Dollars Five Thousand (US\$ 5,000) per day.

Unless the parties hereto agree otherwise, the total reduction in the Contract Price shall be deducted from the fourth instalment of the Contract Price and in any event (including the event that the BUYER consents to take the VESSEL at the later delivery date after the expiration of Two Hundred and Ten (210) days delay of delivery as described in Paragraph 1(c) of this Article) or after the expiration of Two Hundred and Forty (240) days of delay in delivery as described in Paragraph 3 of Article VIII shall not be more than One Hundred and Eighty (180) days at the above specified rate of reduction after the Thirty (30) days allowance, that is United States Dollars Nine Hundred Thousand only (U.S.\$ 900,000.00) being the maximum. Other than the liquidated damages permitted under this Clause 1(b) and in any event subject to the limitation of the aforesaid maximum amount, claims of the BUYER on account of the delay in delivery of the VESSEL arising out of any nature whatsoever or caused by whatever reason shall be and are hereby expressly and irrevocably waived and given up by the BUYER whether under this CONTRACT or under the English laws.

- (c) Subject to Article VIII. 3 and 4 of this Contract, if the delay in the delivery of the VESSEL continues for a period of Two Hundred and Ten (210) days after the Delivery Date as defined in Article VII, then in such event, the BUYER may, at its option, rescind or cancel this Contract in accordance with the provisions of Article X of this Contract.

- (d) For the purpose of this Article, the delivery of the VESSEL shall not be deemed delayed and the Contract Price shall not be reduced when and if the Delivery Date of the VESSEL is extended by reason of causes and provisions of Articles V, VI, XI, XII and XIII. other applicable clauses and/or extensions being permitted under the English laws. The Contract Price shall not be adjusted or reduced if the delivery of the VESSEL is delayed by reason of permissible delays as defined in Article VIII hereof.

## 2. INSUFFICIENT SPEED

- (a) The Contract Price of the VESSEL shall not be affected nor changed by reason of the actual speed (as determined by the Trial Run after correction according to the Specifications) being less than three tenths (3/10) of one knot below the guaranteed speed as specified in Paragraph 4 of Article I of this Contract.
- (b) However, commencing with and including a deficiency of three tenths (3/10) of one knot in actual speed (as determined by the Trial Run after correction according to the Specifications) below the guaranteed speed as specified in Paragraph 4, Article I of this Contract, the Contract Price shall be reduced as follows:

### In case of deficiency

at or above 0.30 but below 0.40 knot	USD 50,000
at or above 0.40 but below 0.50 knot	USD 90,000
at or above 0.50 but below 0.60 knot	USD 130,000
at or above 0.60 but below 0.70 knot	USD 170,000
at or above 0.70 but below 0.80 knot	USD 210,000

- (c) If the deficiency in actual speed (as determined by the Trial Run after correction according to the Specifications) of the VESSEL upon the Trial Run, is more than 0.80 knot below the guaranteed speed of 16.95 knots, then the BUYER may at its option reject the VESSEL and cancel this Contract in accordance with provisions of Article X of this Contract, or may accept the VESSEL at a reduction in the Contract Price as above provided, by United States Dollars Two Hundred Ten Thousand only (US\$ 210,000.00) being the maximum.

## 3. EXCESSIVE FUEL CONSUMPTION

- (a) The Contract Price of the VESSEL shall not be affected nor changed if the actual fuel consumption of the Main Engine, as determined by shop trial in manufacturer's works, as per the Specifications, is greater than the guaranteed fuel consumption as specified and required under the provisions of this Contract and the Specifications if such actual excess is equal to or less than Five percent (5%).
- (b) However, if the actual fuel consumption as determined by shop trial is greater than Five percent (5%) above the guaranteed fuel consumption then, the Contract Price shall be reduced by the sum of United States Dollars Forty Thousand (US\$40,000) for each full one percent (1%) increase in fuel consumption in excess of the above said Five percent (5%) (fractions of one percent to be prorated).
- (c) If as determined by shop trial such actual fuel consumption of the Main Engine is more than eight percent (8%) in excess of the guaranteed fuel consumption, i.e. the fuel consumption exceeds 175.71 gram/KW/hour, the BUYER may, subject to the SELLER's right to effect alterations of corrections as specified in the following sub-paragraph of Article III 3 (d) hereof at its option, rescind this Contract, in accordance with the provisions of Article X of this Contract or may accept the VESSEL at a reduction in the Contract Price by United States Dollars One Hundred and Twenty Thousand only (US\$120,000.00) being the maximum.
- (d) If as determined by shop trial such actual fuel consumption of the Main Engine is more than eight percent (8%) in excess of the guaranteed fuel consumption, i.e. the fuel consumption exceeds 175.71 gram/KW/hour, the SELLER may investigate the cause of the non-conformity and the proper steps may promptly be taken to remedy the same and to make whatever corrections and alterations and / or re-shop trial test or tests as may be necessary to correct such non-conformity without extra cost to the BUYER. Upon completion of such alterations or corrections of such nonconformity, the SELLER shall promptly perform such further shop trials or any other tests, as may be deemed necessary to prove the fuel consumption of the Main Engine's conformity with the requirement of this Contract and the Specifications and if found to be satisfactory, give the BUYER notice by telefax or email of such correction and as appropriate, successful completion accompanied by copies of such results, and the BUYER shall, within six (6) business days after receipt of such notice, notify the SELLER by telefax or email of its acceptance or reject the re-shop trial together with the reasons therefor. If the BUYER fails to notify the SELLER by telefax or email of its acceptance or rejection of the re-shop trial together with the reasons therefor



within six (6) business days period as provided herein, the BUYER shall be deemed to have accepted the shop trial.

#### 4. DEADWEIGHT

- (a) In the event that there is a deficiency in the actual deadweight of the VESSEL determined as provided in the Specifications, the Contract Price shall not be decreased if such deficiency is three hundred and fifty (350) metric tons or less below the guaranteed deadweight of 23700 metric tons at assigned scantling draft.
- (b) However, the Contract Price shall be decreased by the sum of United States Dollars One Thousand (US\$1000) for each full metric ton of such deficiency being more than three hundred and fifty (350) metric tons.
- (c) In the event that there should be a deficiency in the VESSEL's actual deadweight which exceeds Seven Hundred (700) metric tons below the guaranteed deadweight, the BUYER may, at its option, reject the VESSEL and cancel this Contract in accordance with the provisions of Article X of this Contract, or may accept the VESSEL with reduction in the Contract Price in the maximum amount of United States Dollars Three hundred Fifty thousand (US\$ 350,000).

#### 5. INSUFFICIENT NUMBER OF 14 TON CONTAINER LOADING

- (a) The Contract Price shall not be affected or changed by reason of deficiency in the number of 14 ton container loading if such deficiency is up to twenty-six (26) TEU containers below the guaranteed number of containers in Article I paragraph 7.hereof.
- (b) However, in the event that the deficiency in the number of 14 ton container loading, as specified in Paragraph 7 of Article 1 hereof is more than twenty-six (26) TEU containers, then the Contract Price shall be reduced by U.S. Dollars five Thousand and five hundred (US\$5,500) for each TEU container.
- (c) If the deficiency in the number of 14 ton container loading is fifty-five (55) TEU containers or more, then the BUYER at its option, may reject the VESSEL and cancel this Contract in accordance with the provisions of Article X hereof, or may accept the VESSEL at a reduction in the Contract Price as above mentioned for fifty-five (55) TEU containers of deficiency only, that is United States Dollars One Hundred Fifty Nine Thousand and Five Hundred only (US\$159,500) being the maximum deduction for the deficiency in number of 14 ton containers.



## 6. EFFECT OF RESCISSION

It is expressly understood and agreed by the parties hereto that in any case as stated herein, if the BUYER rescinds this Contract pursuant to any provision under this Article or under the English laws, the BUYER, save its rights and remedy set out in Article X hereof, shall not be entitled to any liquidated damage or compensation whether described above or otherwise, or otherwise available under any applicable laws (including the English laws). Any other rights or remedies whether under this Contract or under any applicable laws are hereby expressly waived and given up.

If the BUYER takes delivery of the VESSEL and in case of any excessive delay in the delivery of the VESSEL and there occurs any deficiency/insufficiency/excess in the guaranteed technical performance parameters as set out in this Article, the liability of the SELLER in any event shall be limited to those set forth in the pertinent paragraphs of this Article III. Other than the liquidated damages set forth in the pertinent paragraphs of this Article and in any event subject to the limitation in the relevant preceding subparagraphs of this Article, claims of the BUYER arising out of any nature whatsoever or caused by whatever reason shall be and are hereby expressly and irrevocably waived and given up by the BUYER whether under this CONTRACT or under the English laws.

## ARTICLE IV SUPERVISION AND INSPECTION

## 1. APPOINTMENT OF THE BUYER'S SUPERVISOR

The BUYER shall send in good time to and maintain at the SELLER's Shipyard, at the BUYER's own cost, expense and risk, one or more representative(s) who shall be duly accredited in writing by the BUYER (such representative(s) being hereinafter collectively and individually called the "Supervisor") to supervise and survey the construction by the SELLER of the VESSEL, her engines and accessories. The SELLER hereby agrees to assist to arrange the visa invitation for the Supervisor to enter China. The BUYER undertakes to give the SELLER adequate notice for the application of visa.

## 2. COMMENTS TO PLANS AND DRAWINGS

The parties hereto shall, within Thirty (30) days after signing of this Contract, mutually agree a list of all the plans and drawings, which are to be sent to the BUYER (hereinbelow called "the LIST"). Before arrival of the Supervisor at the BUILDER's Shipyard, the plans and drawings specified in the LIST shall be sent to the BUYER, and the BUYER shall, within Ten (10) business days after receipt thereof (excluding mailing time), return such plans and drawings submitted by the SELLER with comments, if any.

Concurrently with the arrival of the Supervisor at the BUILDER's Shipyard, the BUYER shall notify the BUILDER in writing, stating the authority which the said Supervisor shall have, with regard to the Supervisor can, on behalf of the BUYER, give comments, as the case may be, which of the plans and drawings specified in the LIST but not yet been sent to the BUYER, nevertheless in line with the Supervisor's authority. The Supervisor shall, within Four (4) business days after receipt thereof, return those plans and drawings with comments, if any.

Unless notification is given to the BUILDER by the Supervisor or the BUYER of the comments to any plans and drawings within the above designated period of time for each case, the said plans and drawings shall be implemented for construction by the BUILDER.

## 3. SUPERVISION AND INSPECTION BY THE SUPERVISOR

The necessary inspection of the VESSEL, its machinery, equipment and outfitings shall be carried out by the Classification Society, and/or inspection team of the SELLER throughout the entire period of construction in order to ensure that the construction of the VESSEL is duly performed in accordance with the Contract and Specifications.

The Supervisor shall have, at all times until delivery of the VESSEL, the right to attend tests according to the mutually agreed test list and inspect the VESSEL, her engines, accessories and materials at the SELLER'S Shipyard, its subcontractors or any other place where work is done or materials stored in connection with the VESSEL.

In the event that the Supervisor discovers any construction or material or workmanship which does not or will not conform to the requirements of this Contract and the Specifications, the Supervisor shall promptly give the SELLER a notice in writing as to such nonconformity, upon receipt of which the SELLER shall correct such nonconformity if the SELLER agrees with the BUYER. In any circumstances, the SELLER shall be entitled to proceed with the construction of the VESSEL even if there exists discrepancy in the opinion between the BUYER and the SELLER, without however prejudice to the BUYER's right for submitting the issue for determination by the Classification Society or arbitration in accordance with the provisions hereof.

However the BUYER undertakes and assures the SELLER that the Supervisor shall carry out his inspections in accordance with the agreed inspection procedure, SELLER's working schedule and usual shipbuilding practice and in a way as to minimize any increase in building costs and delays in the construction of the VESSEL. Once an inspection and/or a test has been witnessed and approved by the BUYER's Representatives, the same test should not have to be repeated, provided it has been carried out in compliance with the requirements of the classification society and specifications.

However, the Supervisor(s) shall, if so requested by the SELLER, also carry out inspections during the weekends (Saturday and Sunday) and any of the Chinese Public Holidays so as not to delay or hold up construction of the VESSEL by the SELLER. Meanwhile, it is mutually understood that the SELLER shall try to avoid such inspection on Sunday.

The SELLER agrees to furnish free of charge the Supervisor with office space, and other reasonable facilities according to SELLER's practice at, or in the immediate vicinity of the Shipyard. But the fees for the international communication like telephone, telefax, etc. shall be borne by the BUYER.

At all times, during the construction of the VESSEL until delivery thereof, the Supervisor shall be given free and ready access to the VESSEL, her engines and accessories, and to any other place where the work is being done, or the materials are being processed or stored, in connection with the construction of the VESSEL, including the yards, workshops, stores of the SELLER, and the premises of subcontractors of the SELLER, who are doing work, or storing materials in connection with the VESSEL's construction. The travel expenses for the said access to SELLER's subcontractors outside of Guangzhou shall be at BUYER's account. The transportation to SELLER's subcontractors within Guangzhou shall be provided to the Supervisor by the SELLER. The transportation to SELLER's blocks subcontractors within Guangdong province shall be provided to the Supervisor by the SELLER.

The BUYER undertakes to maintain sufficient number of the Supervisor at the SELLER's yard throughout the period of construction of the VESSEL so as to meet the SELLER's requirements for inspection, survey and attending tests and/or trials. The Buyer agrees and undertakes that it will cause Supervisor to perform inspections, survey and attending tests and/or trials in all circumstances, regardless whether such required inspection, survey and attending tests and/or trials will occur during the daytime or in the evening, during the weekend (Saturday and Sunday) or any public holiday.

Should the Supervisor fail to conduct any inspection or attend any test (after notice by the BUYER of the same), the SELLER shall be entitled to carry out the construction and/or test without inspection and/or attendance of Supervisor and such work so carried out shall be treated as approved by the Supervisor.

The decision, approval or advice of the Supervisor shall be deemed to have been given by the BUYER and once given shall not be withdrawn, revoked or modified except with consent of the SELLER. However, if the Supervisor fails to submit to the SELLER without delay any such demand concerning alterations with respect to the building, arrangement or outfit of the VESSEL, her engines or accessories, or any other items or matters in connection herewith, which the Supervisor has examined or inspected or attended at the tests thereof under this CONTRACT or the SPECIFICATIONS, the Supervisor shall be deemed to have approved the same and shall be precluded from making any demand for alterations or other complaints with respect thereto at a later date.

The inspection of the VESSEL during construction by the Supervisor shall not in any way diminish, affect or impair the obligations of the SELLER.



The SELLER agrees to furnish free of charge the Supervisor with air conditioned office space, and other reasonable facilities at the Shipyard according to SELLER's practice, but always including suitable office furniture, appropriate computer connections, cleaning, telephone facilities and the use of drawing tables, changing rooms, lavatory facilities and hot and cold running water and such other facilities as are necessary to enable them to carry out their work.

#### 4. LIABILITY OF THE SELLER

The Supervisor engaged by the BUYER under this Contract shall at all times be deemed to be in the employ of the BUYER. The SELLER shall be under no liability whatsoever to the BUYER, or to the Supervisor or the BUYER's employees or agents for personal injuries, including death, during the time when they, or any of them, are on the VESSEL, or within the premises of either the SELLER or its subcontractors, or are otherwise engaged in and about the construction of the VESSEL, unless, however, such personal injuries, including death, were caused by negligence of the SELLER, or of any of the SELLER's employees or agents or subcontractors of the SELLER. Nor shall the SELLER be under any liability whatsoever to the BUYER for damage to, or loss or destruction of property in China of the BUYER or of the Supervisor, or of the BUYER's employees or agents, unless such damage, loss or destruction was caused by negligence of the SELLER, or of any of the employees, or agents or subcontractors of the SELLER.

#### 5. SALARIES AND EXPENSES

All salaries and expenses of the Supervisor, or any other employees employed by the BUYER under this Article, shall be for the BUYER's account.

#### 6. REPLACEMENT OF SUPERVISOR

The SELLER has the right to request the BUYER in writing to replace any of the Supervisor who is deemed unsuitable and unsatisfactory for the proper progress of the VESSEL's construction together with reasons. The BUYER shall investigate the situation by sending its representative to the SELLER's yard, if necessary, and if the BUYER considers that such SELLER's request is justified, the BUYER shall effect the replacement as soon as conveniently arrangeable.



## ARTICLE V MODIFICATION, CHANGES AND EXTRAS

## 1. HOW EFFECTED

The Specifications and Plans in accordance with which the VESSEL is constructed, may be modified and/or changed at any time hereafter by written agreement of the parties hereto, provided that such modifications and/or changes or an accumulation thereof will not, in the SELLER's sole judgment, adversely affect the SELLER's other commitments and provided further that the BUYER shall assent to adjustment of the Contract Price, time of delivery of the VESSEL and other terms of this Contract, if any, as hereinafter provided. Subject to the above, the SELLER hereby agree to exert their best efforts to accommodate such reasonable requests by the BUYER so that the said changes and/or modifications may be made at a reasonable cost and within the shortest period of time which is reasonable and possible. Any such agreement for modifications and/or changes shall include an agreement as to the increase or decrease, if any, in the Contract Price of the VESSEL together with an agreement as to any extension or reduction in the time of delivery, or any other alterations in this Contract, or the Specifications occasioned by such modifications and/or changes. The aforementioned agreement to modify and/or to change the Specifications may be effected by an exchange of duly authenticated letters, or telefax or email, manifesting such agreement. The letters, telefax or email exchanged by the parties hereto pursuant to the foregoing shall constitute an amendment of the Specifications under which the VESSEL shall be built, and such letters, telefax or email shall be deemed to be incorporated into this Contract and the Specifications by reference and made a part hereof. Upon consummation of the agreement to modify and/or to change the Specifications, the SELLER shall alter the construction of the VESSEL in accordance therewith, including any additions to, or deductions from, the work to be performed in connection with such construction. If due to whatever reasons, the parties hereto shall fail to agree on the adjustment of the Contract Price or extension of time of delivery or providing additional security to the SELLER or modification of any terms of this Contract which are necessitated by such modifications and/or changes, then the SELLER shall have no obligation to comply with the BUYER's request for any modification and/or changes.

## 2. CHANGES IN RULES AND REGULATIONS, ETC.

- (1) If, after the date of signing this Contract, any requirements as to the rules and regulations as specified in this Contract and the Specifications to which the

construction of the VESSEL is required to conform, are altered or changed by the Classification Society or the other regulatory bodies authorized to make such alterations or changes, the SELLER and/or the BUYER, upon receipt of the notice thereof, shall transmit such information in full to each other in writing, whereupon within twenty-one (21) days after receipt of the said notice by the BUYER from the SELLER or vice versa, the BUYER shall instruct the SELLER in writing as to the alterations or changes. The SELLER shall promptly comply with such alterations or changes, if any in the construction of the VESSEL, provided that the BUYER shall first agree:

- (a) As to any increase or decrease in the Contract Price of the VESSEL that is occasioned by the cost for such compliance; and/or
- (b) As to any extension in the time for delivery of the VESSEL that is necessary due to such compliance; and/or
- (c) As to any increase or decrease in the guaranteed deadweight, cargo capacity and speed of the VESSEL, if such compliance results in increased or reduced deadweight, cargo capacity and speed; and/or
- (d) As to any other alterations in the terms of this Contract or of Specifications or both, if such compliance makes such alterations of the terms necessary; and/or

Agreement as to such alterations or changes under this Paragraph shall be made in the same manner as provided above for modifications and/or changes of the Specifications and/or Plans.

- (2) If the alterations or changes are not compulsorily required by the Classification Society or the other regulatory bodies authorized to be made, and further if, due to whatever reasons, the parties shall fail to agree on the adjustment of the Contract Price or extension of the time for delivery or the adjustment of the guaranteed speed, cargo capacity and deadweight or any alternation of the terms of this Contract, if any, provided that such alterations and changes are not compulsory, then the SELLER shall be entitled to proceed with the construction of the VESSEL in accordance with, and the BUYER shall continue to be bound by, the terms of this Contract and Specifications without making any such alterations or changes.
- (3) If however the alterations or changes are compulsorily required by the Classification Society or the other regulatory bodies authorized to be made, then, notwithstanding any dispute between the BUYER and the SELLER relating to the adjustment of the Contract Price or extension of the time for

delivery or the adjustment of the guaranteed speed, cargo capacity and deadweight or any alternation of the terms of this Contract, if any, the SELLER shall promptly comply with such alterations or changes first. The BUYER shall bear the costs and expenses which to be mutually agreed by the parties, for such alterations or changes and the SELLER shall in any such event be entitled to the extension of the Delivery Date and increase of the Contract Price and other alterations to the Specifications. In the absence of mutual agreement, dispute on any such issue shall be determined by arbitration in accordance with Article XIII of this Contract.

### 3. SUBSTITUTION OF MATERIALS AND/OR EQUIPMENT

In the event that any of the materials and/or equipment required by the Specifications or otherwise under this Contract for the construction of the VESSEL cannot be procured in time to effect delivery of the VESSEL, the SELLER may, provided the SELLER shall provide adequate evidence and the BUYER so agrees in writing, supply other materials and/or equipment of the equivalent quality, capable of meeting the requirements of the Classification Society and of the rules, regulations, requirements and recommendations with which the construction of the VESSEL must comply.

### 4. BUYER'S SUPPLIED ITEMS

The BUYER shall deliver to the SELLER at its shipyard the items as specified in the Specifications which the BUYER shall supply on BUYER's account (the "BUYER Supplied Items") by the time designated by the SELLER which shall be provided to the Buyer one month earlier.

Should the BUYER fail to deliver to the SELLER such BUYER Supplied Items within the time specified, the delivery of the VESSEL shall automatically be extended for a period of such delay, provided such delay in delivery of the BUYER Supplied Items shall affect the delivery of the VESSEL. In such event, the BUYER shall pay to the SELLER all losses and damages sustained by the SELLER due to such delay in the delivery of the BUYER Supplied Items and such payment shall be made upon delivery of the VESSEL.

Furthermore, if the delay in delivery of the BUYER Supplied Items should exceed fifteen (15) days, the SELLER shall be entitled to proceed with construction of the VESSEL without installation of such items in or onto the VESSEL, without prejudice to the SELLER's right hereinabove provided, and the BUYER shall accept the VESSEL so completed.

The SELLER shall be responsible with reasonable care for storing and handling of the BUYER Supplied Items as specified in the Specifications after delivery to the SELLER and shall install them on board the VESSEL at the SELLER's expenses.

Upon arrival of such shipment of the Buyer's supplied items, both parties shall undertake a joint unpacking inspection. If any damages are found to be not suitable for installation, the SELLER shall be entitled to refuse to accept the BUYER's supplied items.

The SELLER shall not be responsible for the quality, performance or efficiency of the BUYER Supplied Items and is under no obligation with respect to the guarantee of such BUYER Supplied Items against any defects caused by defective quality, performance or efficiency thereof provided that the SELLER or its subcontractor install such BUYER Supplied Items in accordance with the instruction of the BUYER and/or the supplier thereof.





## ARTICLE VI TRIALS

## 1. NOTICE

The BUYER and the Supervisor shall receive from the SELLER at least fifteen (15) days notice in advance and seven (7) days definite notice in advance in writing or by telefax or email of the time and place of the VESSEL's sea trial as described in the Specifications (hereinafter referred to as "the Trial Run") and the BUYER and the Supervisor shall promptly acknowledge receipt of such notice. The BUYER's representatives and/or the Supervisor shall be on board the VESSEL to witness such Trial Run, and to check upon the performance of the VESSEL during the same. Failure of the BUYER's representatives to be present at the Trial Run of the VESSEL, after due notice to the BUYER and the Supervisor as provided above, shall have the effect to extend the date for delivery of the VESSEL by the period of delay caused by such failure to be present. However, in the event of the failure of the BUYER's representatives to be present after receipt of due notice as provided above, then in such event, the BUYER shall be deemed to have waived its right to have its representatives on board the VESSEL during the Trial Run, and the SELLER may conduct such Trial Run without the BUYER's representatives being present, and in such case the BUYER shall be obliged to accept the VESSEL on the basis of a certificate jointly signed by the SELLER and the Classification Society certifying that the VESSEL, after Trial Run subject to minor alterations and corrections as provided in this Article, if any, is found to conform to the Contract and Specifications. The SELLER hereby agrees to arrange the visa invitation for the BUYER's representatives to enter China. However, should the nationalities and other personal particulars of the BUYER's representatives be not acceptable to the SELLER in accordance with its best understanding of the relevant rules, regulations and/or laws of the People's Republic of China then prevailing, then the BUYER shall, on the SELLER's telefax or email demand, effect replacement of all or any of them immediately. Otherwise the Delivery Date as stipulated in Article VII hereof shall be extended by the delays so caused by the BUYER. In the event of unfavorable weather on the date specified for the Trial Run, the same shall take place on the first available day thereafter that the weather conditions permit. The parties hereto recognize that the weather conditions in Chinese waters in which the Trial Run is to take place are such that great changes in weather may arise momentarily and without warning and, therefore, it is agreed that if during the Trial Run of the VESSEL, the weather should suddenly become unfavorable, as would have precluded the continuance of the Trial Run, the Trial Run of the VESSEL shall be discontinued and postponed until the first favorable day next following, unless the BUYER shall assent by telefax or email of its acceptance of the VESSEL on the basis of the Trial Run made prior to such sudden change in weather conditions.



In the event that the Trial Run is postponed because of unfavorable weather conditions as per sea trial program, such delay shall be regarded as a permissible delay, as specified in Article VIII hereof.

## 2. HOW CONDUCTED

- (a) All expenses in connection with Trial Run of the VESSEL are to be for the account of the SELLER, who, during the Trial Run and when subjecting the VESSEL to Trial Run, is to provide, at its own expense, the necessary crew to comply with conditions of safe navigation. The Trial Run shall be conducted in the manner prescribed in the Specifications and shall prove fulfillment of the performance required for the Trial Run as set forth in the Specifications.

The course of Trial Run shall be determined by the SELLER and shall be conducted within the trial basin equipped with speed measuring facilities.

- (b) The SELLER shall provide the VESSEL with the required quantities of water, fuel oil and greases with exception of lubrication oil and hydraulic oil which shall be supplied by the BUYER for the conduct of the Trial Run or Trial Runs as prescribed in the Specifications. The fuel oil and greases supplied by the SELLER, and lubricating oil and hydraulic oil supplied by the BUYER shall be in accordance with the applicable engine specifications, and the cost of the quantities of water, fuel oil, lubricating oil, hydraulic oil and greases consumed during the Trial Run or Trial Runs shall be for the account of the SELLER.

## 3. TRIAL LOAD DRAFT

In addition to the supplies provided by the BUYER in accordance with sub-paragraph (b) of the preceding Paragraph 2 hereof, the SELLER shall provide the VESSEL with the required quantity of fresh water and other stores necessary for the conduct of the Trial Run. The necessary ballast (fresh and sea water and such other ballast as may be required) to bring the VESSEL to the trial load draft as specified in the Specifications, shall be for the SELLER's account.

## 4. METHOD OF ACCEPTANCE OR REJECTION

- (a) Upon notification of the SELLER of the completion of the Trial Run of the VESSEL, the BUYER or the BUYER's Supervisor shall within five (5)

business days after receiving the full sea trial report from the SELLER, notify the SELLER by telefax or email of its acceptance of the VESSEL or of its rejection of the VESSEL together with the reasons therefor.

- (b) However, should the result of the Trial Run indicate that the VESSEL or any part thereof including its equipment does not conform to the requirements of this Contract and Specifications, then the SELLER shall investigate with the Supervisor the cause of failure and the proper steps shall be taken to remedy the same and shall make whatever corrections and alterations and/or re-Trial Run or Runs as may be necessary without extra cost to the BUYER, and upon notification by the SELLER of completion of such alterations or corrections and/or re-trial or re-trials, the BUYER shall, within three (3) business days thereafter, notify the SELLER by telefax or email of its acceptance of its VESSEL or of the rejection of the VESSEL together with the reason therefor on the basis of the alterations and corrections and/or re-trial or re-trials by the SELLER. The notice requirements in Clause 1 of this Article whether relating to the fifteen (15) days advance notice or seven (7) days definite notice shall not be applicable. The SELLER shall be entitled, and the BUYER hereby consents with the SELLER's entitlement, to effect any such corrections or alterations or re-Trial Run or Runs immediately or at the time as considered appropriate or necessary by the SELLER. The SELLER shall provide the notice to the BUYER in advance when the re-Trial Run or Runs will be effected.
- (c) In the event that the BUYER fails to notify the SELLER by telefax or email of its acceptance or rejection of the VESSEL together with the reason therefor within five (5) business days period as provided for in the above sub- paragraphs (a) and (b), the BUYER shall be deemed to have accepted the VESSEL.
- (d) Any dispute arising among the parties hereto as to the result of any Trial Run or further tests or trials, as the case may be, of the VESSEL shall be solved by reference to arbitration as provided in Article XIII hereof.

## 5. DISPOSITION OF SURPLUS CONSUMABLE STORES

Should any amount of fuel oil, fresh water, or other unbroached consumable stores furnished by the SELLER for the Trial Run or Trial Runs remain on board the VESSEL at the time of acceptance thereof by the BUYER, the BUYER agrees to buy the same from the SELLER at the original purchase price at the port of delivery thereof, and payment by the BUYER shall be effected as provided in Article II 3 (e) and 4 (e) of this Contract.

The BUYER shall supply lubricating oil and hydraulic oil for the purpose of Trial Runs at its own expenses and the SELLER will reimburse for the amount of lubricating oil and hydraulic oil actually consumed for the said Trial Run or Trial Runs at the original price incurred by the BUYER and payment by the SELLER shall be effected as provided in Article II 3(e) and 4(e) of this Contract.

## 6. EFFECT OF ACCEPTANCE

The BUYER's acceptance of the VESSEL by written or telefax or email notification sent to the SELLER, in accordance with the provisions set out above, shall be final and binding so far as conformity of the VESSEL to this Contract and the Specifications is concerned, and shall preclude the BUYER from refusing formal delivery by the SELLER of the VESSEL, as hereinafter provided, if the SELLER complies with all other procedural requirements for delivery stated in Article VII.

If, at the time of delivery of the VESSEL, there are deficiencies in the VESSEL, such deficiencies should be resolved in such way that if the deficiencies are of minor importance (the amount of total repairing cost of such deficiencies shall not exceed USD100, 000.00), and do not in any way affect the safety or the operation of the VESSEL, its crew, passengers or cargo, the SELLER shall be nevertheless entitled to tender the VESSEL for delivery and the BUYER shall be nevertheless obliged to take delivery of the VESSEL, provided that:

- (i) the SELLER shall for its own account remedy the deficiency and fulfil the requirements as soon as possible, or
- ii) if elimination of such deficiencies will affect timely delivery of the VESSEL, then the SELLER shall indemnify the BUYER for any direct cost reimbursement in association with remedying these minor non-conformities elsewhere from China as a consequence thereof, excluding, however, loss of time and/or loss of profit.

## ARTICLE VII DELIVERY

## 1. TIME AND PLACE

The VESSEL shall be delivered safely afloat by the SELLER to the BUYER at the SELLER's Shipyard on or before March 30, 2025 provided that, in the event of delays in the construction of the VESSEL or any performance required under this Contract due to causes which under the terms of the Contract permit extension or postponement of the time for delivery, the aforementioned time for delivery of the VESSEL shall be extended accordingly.

The aforementioned date or such later date to which delivery is extended pursuant to the terms of this Contract is hereinafter called the "Delivery Date".

## 2. WHEN AND HOW EFFECTED

Provided that the BUYER and the SELLER shall each have fulfilled all of their respective obligations as stipulated in this Contract and Specifications, delivery of the VESSEL shall be effected forthwith by the concurrent delivery by each of the parties hereto, one to the other, of the Protocol of Delivery and Acceptance, acknowledging delivery of the VESSEL by the SELLER and acceptance thereof by the BUYER, which Protocol shall be prepared in quadruplicate and signed by each of the parties hereto.

## 3. DOCUMENTS TO BE DELIVERED TO THE BUYER

Upon acceptance of the VESSEL by the BUYER, the SELLER shall deliver to the BUYER the following documents (subject to the provision contained in Article V 2 hereof) which shall accompany the aforementioned Protocol of Delivery and Acceptance:

- (a) PROTOCOL OF TRIALS of the VESSEL made by the SELLER pursuant to the Specifications.
- (b) PROTOCOL OF INVENTORY of the equipment of the VESSEL including spare part and the like, all as specified in the Specifications, made by the SELLER.



- (c) PROTOCOL OF STORES OF CONSUMABLE NATURE made by the SELLER referred to under Paragraph 5 of Article VI hereof.
- (d) FINISHED DRAWINGS AND PLANS pertaining to the VESSEL as stipulated in the Specifications, made by the SELLER.
- (e) PROTOCOL OF DEADWEIGHT AND INCLINING EXPERIMENT, made by the SELLER
- (f) ALL CERTIFICATES required to be furnished upon delivery of the VESSEL pursuant to the Specifications.

All the certificates shall be delivered in one (1) original to the VESSEL and two (2) copies to the BUYER.

If the full term certificate or certificates are unable to be issued at the time of delivery by the Classification Society or any third party other than the SELLER, then the provisional certificate or certificates as issued by The Classification Society or the third party other than the SELLER with the full term certificates to be furnished by the SELLER after delivery of the VESSEL and in any event before the expiry of the provisional certificates shall be acceptable to the BUYER.

- (g) DECLARATION OF WARRANTY issued by the SELLER that the VESSEL is delivered to the BUYER free and clear of any liens, charges, claims, mortgages, or other encumbrances upon the BUYER's title thereto, and in particular, that the VESSEL is absolutely free of all burdens in the nature of imposts, taxes or charges imposed by the province or country of the port of delivery, as well as of all liabilities of the SELLER to its sub-contractors, employees and crews and/or all liabilities arising from the operation of the VESSEL in Trial Run or Trial Runs, or otherwise, prior to delivery.
- (h) COMMERCIAL INVOICE made by the SELLER.
- (i) Notarized and/or legalized, if required by the BUYER or its Representatives, BILL OF SALE made by the SELLER.
- (j) Notarized BUILDER's Certificate made by the SELLER.
- (k) Notarized Power of Attorney (or other corporate authorization as the BUYER may reasonably accept) authorizing one or more individuals to act for and on behalf the SELLER to effect the delivery of the VESSEL

and to execute any delivery documents or other document in connection with the delivery of the VESSEL.

The SELLER shall provide any further documentation that BUYER may reasonably request for registration of the VESSEL under her flag.

#### 4. TITLE AND RISK

Title to and risk of the VESSEL shall pass to the BUYER only upon delivery thereof. As stated above, it being expressly understood that, until such delivery is effected, title to the VESSEL, and her equipment, shall remain at all times with the SELLER and are at the entire risk of the SELLER.

#### 5. REMOVAL OF VESSEL

The BUYER shall take possession of the VESSEL immediately upon delivery and acceptance thereof, and shall remove the VESSEL from the premises of the SELLER within seven (7) days after delivery and acceptance thereof is effected. If the BUYER shall not remove the VESSEL from the premises of the SELLER within the aforesaid seven (7) days, then, in such event, without prejudice to the SELLER's right to require the BUYER to remove the VESSEL immediately at any time thereafter, the BUYER shall pay to the SELLER the reasonable mooring charge of the VESSEL.

#### 6. TENDER OF THE VESSEL

If the BUYER fails to take delivery of the VESSEL after completion thereof according to this Contract and the Specifications without justified reason, the SELLER shall have the right to tender the VESSEL for delivery after compliance with all procedural requirements as above provided.

## ARTICLE VIII DELAYS &amp; EXTENSION OF TIME FOR DELIVERY

## 1. CAUSE OF DELAY

If, at any time before the actual delivery, either the construction of the VESSEL or any performance required as a prerequisite of delivery of the VESSEL is delayed due to war, blockade, revolution, insurrection, mobilization, civil commotions, riots, strikes, sabotage, lockouts, local temperature higher than 37 degree centigrade, Acts of God or the public enemy, terrorism, plague or other epidemics, quarantines, prolonged failure or restriction of electric current from an outside source, freight embargoes, if any, earthquakes, tidal waves, typhoons, hurricanes, storms or other causes beyond the control of the SELLER or of its sub-contractors or its key equipment suppliers (ie main engine, propeller etc), as the case may be, or by force majeure of any description, whether of the nature indicated by the forgoing or not, or by destruction of the SELLER or works of the SELLER or its sub-contractors or its key equipment suppliers (ie main engine, propeller etc), or of the VESSEL or any part thereof, by fire, flood, or other causes beyond the control of the SELLER or its sub-contractors or its key equipment suppliers (ie main engine, propeller etc) as the case may be, or due to the bankruptcy of the equipment and/or material supplier or suppliers (ie main engine, propeller etc), or due to the delay caused by acts of God in the supply of parts essential to the construction of the VESSEL, then, in the event of delay due to the happening of any of the aforementioned contingencies, the SELLER shall not be liable for such delay and the time for delivery of the VESSEL under this Contract shall be extended without any reduction in the Contract Price for a period of time which shall not exceed the total accumulated time of all such delays, subject nevertheless to the BUYER's right of termination under Paragraph 3 of this Article and subject however to all relevant provisions of this Contract which authorize and permit extension of the time of delivery of the VESSEL.

However, reasonable steps shall be made by the claiming party in advance to mitigate the delay.

## 2. NOTICE OF DELAY

Within seven (7) days from the date of commencement of any delay on account of which the SELLER claims that it is entitled under this Contract to an extension of the time for delivery of the VESSEL, the SELLER shall advise the BUYER by telefax or email, of the date such delay commenced, and the reasons together with evidence therefor.

Failure of the SELLER to advise the BUYER of any claim for extension of the Delivery Date within seven (7) days from the date of commencement of the delay shall be deemed to be a waiver by the SELLER of its right to claim such extension.

Likewise within seven (7) days after such delay ends, the SELLER shall advise the BUYER in writing or by telefax or email, of the date such delay ended, and also shall specify the maximum period of the time together with evidence by which the date for delivery of the VESSEL is extended by reason of such delay.

Failure of the BUYER to acknowledge the SELLER's notification of any claim for extension of the Delivery Date within thirty (30) days after receipt by the BUYER of such notification, shall be deemed to be a waiver by the BUYER of its right to object to such extension.

### 3. RIGHT TO CANCEL FOR EXCESSIVE DELAY

If the total accumulated time of all delays on account of the causes specified in Paragraph 1 of the Article aggregate to two hundred and ten (210) days or more, or if the total accumulated time of all delays on account of the causes specified in Paragraph 1 of the Article and non-permissible delays as described in Paragraph 1 of Article III aggregate to two hundred and forty (240) days or more, in any circumstances, excluding delays due to arbitration as provided for in Article XIII hereof or due to default in performance by the BUYER, or due to delays in delivery of the BUYER Supplied Items, and excluding delays due to causes which, under Article IV, V, VI, XI and XII and any other provisions hereof, permit extension or postponement of the time for delivery of the VESSEL, then in such event, the BUYER may in accordance with the provisions set out herein cancel this Contract by serving upon the SELLER telefax or email notice of cancellation and the provisions of Article X of this Contract shall apply.

### 4. DEFINITION OF PERMISSIBLE DELAY

Delays on account of such causes as provided for in Paragraph 1 of this Article excluding any other extensions of a nature which under the terms of this Contract and/or applicable laws permit extension of the Delivery Date or delays due to reasons attributable to the BUYER, shall be understood to be (and are herein referred to as) Permissible Delays, and are to be distinguished from non-permissible delays on account of which the Contract Price of the VESSEL is subject to adjustment as provided for in Article III hereof.



Shipbuilding Contract

Hull No.H2486

Notwithstanding any other stipulations of this Contract, the Parties hereby agree that a default in performance of, or any breach of this Contract by, or reasons attributable to, the BUYER or the events described under this Contract permit extension of the Delivery Date shall entitle the SELLER to extend the Delivery Date. Such extension of the Delivery Date shall be regarded as mutually agreed change of Delivery Date and shall be distinguished from Permissible Delay and non-permissible delays which will entitle the BUYER to terminate this Contract.

## Article IX WARRANTY OF QUALITY

## 1. GUARANTEE OF MATERIAL AND WORKMANSHIP

Subject to the provisions hereinafter set forth, the SELLER undertakes to remedy, free of charge to the Buyer, any defects in the Vessel which are due to erroneous design, defective materials and/or poor workmanship on the part of the SELLER provided that: (i) defects are discovered within a period of twelve (12) months after the date of delivery of the VESSEL and a notice thereof is duly given to the Seller as provided under Paragraph 2 of this Article; and (ii) the liability of the SELLER shall be limited to those set forth in Clause 3(a) and subject to all such exclusion of the SELLER's liabilities as described in Clause 4 (a), 4(b), 4(c) and 4(d) of this ARTICLE.

For the purpose of this Article, the Vessel shall include her hull, machinery, equipment and gear, but excludes any parts of the Vessel which have been supplied by or on behalf of the BUYER.

In the event of any defective item being repaired or remedied in accordance with this Article, the said guarantee period of twelve (12) months for such items shall be extended by twelve (12) months from the date of completion of such repair or remedy, but in any event, not exceeding eighteen (18) months from the delivery by the SELLER and acceptance by the BUYER of the VESSEL. If any spare parts are used in such repairs, they shall be replaced at the SELLER'S cost, except for those of normal wear and tear nature.

In addition to the SELLER'S guarantee, the SELLER shall assign to the BUYER the benefit of any manufacturers or suppliers guarantee in relation to any part, equipment, instruments, machinery or appurtenances installed in the VESSEL, including the guarantee provided by the manufacturer of the main engines , if any.

## 2. NOTICE OF DEFECTS

THE BUYER shall notify the SELLER by telefax or email of any defects for which a claim is made under this guarantee as promptly as possible after discovery thereof. The BUYER's written notice shall describe the nature and the extent of the defect. THE SELLER shall have no obligation for any defects discovered prior to the expiry date of the said guarantee period, unless notice of such defects is received by the SELLER no later than seven (7) days after such expiry date.

### 3. REMEDY OF DEFECTS

(a) THE SELLER shall remedy, at its expense, any defects against which the VESSEL is guaranteed under this Article, by making all necessary repair(s) and/or replacement(s). Such aforesaid repair(s) and/or replacement(s), as the case may be and in any event, constitutes the sole liability of the SELLER and sole remedy to the BUYER, whether under this Contract or under any applicable laws.

(b) However, if it is impractical to make the repair by the SELLER, the BUYER shall cause the necessary repairs or replacements to be made elsewhere which is deemed suitable for the purpose, provided that, in such event, the SELLER may forward or supply replacement parts or materials to the VESSEL, unless forwarding or supplying thereof to the VESSEL would impair or delay the operation or working schedule of the VESSEL. In the event that the BUYER proposes to cause the necessary repairs or replacements to be made to the VESSEL elsewhere, the BUYER shall first, but in all events as soon as possible, give the SELLER notice in writing of the time and place such repairs will be made, and if the VESSEL is not thereby delayed, or her operation or working schedule is not thereby impaired, the SELLER shall have the right to verify by its own representative(s) or representative(s) of Classification Society the nature and extent of the defects complained of. The SELLER shall, in such cases, promptly advise the BUYER in writing, after such examination has been completed, of its acceptance or rejection of the defects as ones that are covered by the guarantee herein provided. Upon the SELLER's acceptance of the defects as justifying remedy under this Article, the SELLER shall immediately pay to the BUYER for such repairs or replacements a sum equal to the lower figure of

(i) the actual cost for such repairs or replacements including forwarding charges; and (ii) the average cost for making similar repairs or replacements including forwarding charges as quoted by a leading shipyard each in China, South Korea and Singapore.

(c) Any dispute under this Article shall be referred to arbitration in accordance with the provisions of Article XIII hereof.

#### 4. Extent of SELLER's Responsibility:

The SELLER shall not be obligated to repair, or to be liable for, damages to the VESSEL, or to any part of the equipment thereof, due to ordinary wear and tear or caused by the defects other than those specified in Paragraph 1 above, nor shall there be any SELLER'S liability hereunder for defects in the VESSEL, or any part of the equipment thereof, caused by fire or accidents at sea or elsewhere, or mismanagement, accidents, negligence, or willful neglect, on the part of the BUYER, its employees or agents including the VESSEL's officers, crew and passengers, or any persons on or doing work on the VESSEL other than the SELLER, its employees, agents or sub-contractors. Likewise, the SELLER shall not be liable for defects in the VESSEL, or the equipment or any part thereof, due to repairs or replacement which were made by those other than the SELLER and/or their sub-contractors.

Upon delivery of the VESSEL to the BUYER, in accordance with the terms of the Contract, the SELLER shall thereby and thereupon be released of all responsibility and liability whatsoever and howsoever arising under or by virtue of this Contract (save in respect of those obligations to the BUYER expressly provided for in this Article IX) including without limitation, any responsibility or liability for defective workmanship, materials or equipment, design or in respect of any other defects whatsoever and any loss or damage resulting from any act, omission or default of the SELLER. In any circumstances whatsoever, whether under this Contract or under any applicable laws, the SELLER's liability shall be limited to the repairs and replacement as set forth in Clause 1 of this Article, excluding any other liability such as but not limited to (i) those for consequential loss or special loss; or (ii) those for any type of costs or expenses arising from



any cause whatsoever such as but not limited to the hiring of the tug boat, pilot charges or costs, fuel or lubrication oils consumed; (iii) for dry-docking costs incurred, However, the dry-docking cost caused by the guaranteed claims under water shall be borne by the SELLER; (iv) for loss of time, loss of profit or earnings or demurrage directly or indirectly incurred or suffered by the BUYER in connection with the VESSEL.

The Guarantee provided in this Article and the obligations and the liabilities of the SELLER (limited to the repairs or replacements as expressly set forth in Clause 1 of this Article) hereunder are exclusive and the BUYER hereby waives all other remedies, warranties, guarantees or liabilities, express or implied, arising by English law or otherwise (including without limitation any obligations of the SELLER with respect to fitness, merchantability and consequential damages) or whether or not occasioned by the SELLER's negligence. This Guarantee shall not be extended, altered or varied except by a written instrument signed by the duly authorized representatives of the SELLER, and the BUYER.

## ARTICLE X CANCELLATION, REJECTION AND RESCISSION BY THE BUYER

1. All payments made by the BUYER prior to the delivery of the VESSEL shall be in the nature of advance to the SELLER. In the event the BUYER shall exercise its right of cancellation and/or rescission of this Contract under and pursuant to any of the provisions of this Contract specifically permitting the BUYER to do so, then the BUYER shall notify the SELLER in writing or by telefax or email, and such cancellation and/or rescission shall be effective as of the date the notice thereof is received by the SELLER.

For the avoidance of doubt, the events and/or occurrences which entitle the Buyer to rescind or cancel the Contract shall be limited to those occurrence or event specified in this Contract which specifically permits the Buyer to do so. No other event or circumstance shall give rise to any right to the Buyer for rescission or cancellation of the Contract whether under this Contract or under any applicable laws.

2. Thereupon the SELLER shall refund in United States dollars within 45 banking days to the BUYER the full amount of all sums paid by the BUYER to the SELLER on account of the VESSEL, unless the SELLER disputes the BUYER's cancellation and/or rescission by instituting arbitration in accordance with Article XIII. If the BUYER's cancellation or rescission of this Contract is disputed by the SELLER by instituting arbitration as aforesaid, then no refund shall be made by the SELLER, until the arbitration award between the BUYER and the SELLER, which shall be in favour of the BUYER, declaring the BUYER's cancellation and/or rescission justified, is made and delivered to the SELLER by the arbitration tribunal. In the event of the SELLER is obligated to make refundment, the SELLER shall pay the BUYER interest in United States Dollars at the rate of five percent (5%), if the cancellation or rescission of the Contract is exercised by the BUYER in accordance with the provision of Article III 1(c), 2(c), 3(c) or 4(c) hereof, on the amount required herein to be refunded to the BUYER computed from the respective dates when such sums were received by SELLER's Bank pursuant to Article II 4(a), II 4(b), 4(c) or 4(d) from the BUYER to the date of remittance by telegraphic transfer of such refund to the BUYER by the SELLER, provided, however, that if the said rescission by the BUYER is made under the provisions of Paragraph 3 of Article VIII or Article XII, then in such event the SELLER shall not be required to pay any interest.

Unless otherwise agreed by the parties in writing, all refunds and payment of interest shall be made in United States Dollars without any setoff or

counterclaim and without any deduction or withholding for or on account of any taxes, duties or charges whatsoever. In the event any deduction or withhold is compulsorily required under the laws of the People's Republic of China, the SELLER undertakes to make the minimum deduction or withholding required and to pay the BUYER such additional amounts as may be necessary in order to ensure that the net amount received by the BUYER after such deduction or withholding is equal to the amount which would have been received had such deduction or withholding not been made.

In addition (without prejudice to the BUYER's other rights and remedies), with respect to the Buyer's supplies, the SELLER shall:

- (i) with respect to any or all the Buyer's supplies not installed onto the Vessel, return to the BUYER the BUYER's supplies in good condition; and
  - (ii) with respect to the Buyer's supplies installed onto the VESSEL or such return would be impossible or impractical, pay to the Buyer an amount equal to the actual and documented purchase price (excluding transportation, insurance and all other costs or expenses) of those supplies when the BUYER paid for such items.
3. Upon such refund by the SELLER to the BUYER, all obligations, duties and liabilities of the SELLER to the BUYER under this Contract and any applicable laws shall be forthwith completely discharged. The SELLER's refund to the BUYER of the installments and interests thereon pursuant to the foregoing provisions constitute the sole liabilities of the SELLER under this Contract and English laws.

## ARTICLE XI BUYER'S DEFAULT

## 1. DEFINITION OF DEFAULT

The BUYER shall be deemed in default of its obligation under the Contract if any of the following events occurs:

- (a) The BUYER fails to pay the First or Second or Third or Fourth installment to the SELLER when any such installment becomes due and payable under the provisions of Article II hereof and provided the BUYER shall have received the SELLER's demand for payment in accordance with Article II hereof; or
- (b) The BUYER fails to deposit or pay the fifth installment to the SELLER in accordance with Paragraph 3(e) and 4(e) of Article II hereof provided the BUYER shall have received the SELLER's demand for payment in accordance with Article II hereof; or
- (c) The BUYER fails to take delivery of the VESSEL, when the VESSEL is duly tendered for delivery by the SELLER under the provisions of Article VII hereof. ; or
- (d) The BUYER is adjudicated bankrupt or insolvent or as a result a court order is made for the dissolution or reorganization of the BUYER.
- (e) A receiver or trustee is appointed over, the whole or a material part of the assets of the BUYER or a court order is granted in favor of a creditor to freeze the whole or a material part of the assets of the BUYER and such order continues for 3 consecutive months.
- (f) The BUYER is dissolved, liquidated or ceases to be registered as a company in its place of incorporation, or the BUYER ceases to carry on its business as a whole for 2 consecutive months, or declares its intention that such event will take place, except due to group internal restructuring, requirement of IPO and/or restructuring for financing purpose.
- (g) The BUYER fails to provide and/or maintain the Payment Guarantee in accordance with Article II.6.



- (h) An order or an effective resolution is passed for the winding-up of the Payment Guarantor (otherwise than for the purpose of a solvent restructuring or amalgamation) or a receiver is appointed over the whole or any part of the undertaking or property of the Payment Guarantor or the Payment Guarantor becomes insolvent or suspends payment generally of its debts or ceases to carry on its business , and in such event, BUYER fails to procure a new Payment Guarantee from a new payment guarantor acceptable to the SELLER within 30 days from the SELLER's notice.

## 2. NOTICE OF DEFAULT

If the BUYER is in default of payment or in performance of its obligations as provided hereinabove, the SELLER shall notify the BUYER to that effect by telefax or email after the date of occurrence of the default as per Paragraph 1 of this Article.

## 3. INTEREST AND CHARGE

- (a) If the BUYER is in default of payment as to any installment as provided in Paragraph 1 (a) and/or 1 (b) of this Article, the BUYER shall pay interest on such installment at the rate of five percent (5%) per annum until the date of the payment of the full amount, including all aforesaid interest. In case the BUYER shall fail to take delivery of the VESSEL when required to as provided in Paragraph 1 (c) of this Article, the BUYER shall be deemed in default of payment of the fourth installment and shall pay interest thereon at the same rate as aforesaid from and including the day on which the VESSEL is tendered for delivery by the SELLER, as provided in Article VII Paragraph 6 hereof.
- (b) In any event of default by the BUYER under 1 (a) or 1 (b) or 1 (c) or 1 (d) or 1 (e) or 1 (f) or 1 (g) or 1 (h) above, the BUYER shall also pay all reasonable costs, charges and expenses incurred by the SELLER directly in consequence of such default.

## 4. DEFAULT BEFORE DELIVERY OF THE VESSEL

- (a) If any default by the BUYER occurs as defined in Paragraph 1 (a) or 1 (b) or 1 (c) or 1 (d) or 1 (e) or 1 (f) or 1 (g) or 1 (h) of this Article, the Delivery Date shall be automatically postponed for a period of continuance of such default by the BUYER.

- (b) If any such default as defined in Paragraph 1 (a) or 1 (b) or 1 (c) or 1 (d) or 1 (e) or 1 (f) or 1 (g) or 1 (h) of this Article committed by the BUYER continues for a period of fifteen (15) days from receiving the notice of Default, then, the SELLER shall have all following rights and remedies:
- (i) The SELLER may, at its option, cancel or rescind this Contract, provided the SELLER has notified the BUYER of such default pursuant to Paragraph 2 of this Article, by giving notice of such effect to the BUYER by telefax or email . Upon receipt by the BUYER of such telefax or email notice of cancellation or rescission, all of the BUYER's Supplies which have been installed onboard shall forthwith become the sole property of the SELLER, and the VESSEL and all its equipment and machinery shall be at the sole disposal of the SELLER for sale or otherwise; and
- (ii) In the event of such cancellation or rescission of this Contract, the SELLER shall be entitled to retain any instalment or instalments of the Contract Price paid by the BUYER to the SELLER on account of this Contract; and

## 5. SALE OF THE VESSEL

- (a) In the event of cancellation or rescission of this Contract as above provided, the SELLER shall have full right and power either to complete or not to complete the VESSEL as it deems fit, and to sell the VESSEL at a public or private sale with reasonable market price on such terms and conditions as the SELLER thinks fit without being answerable for any loss or damage occasioned to the BUYER thereby.
- (b) In the event of the sale of the VESSEL in its completed state, the proceeds of sale received by the SELLER shall be applied firstly to payment of all expenses attending such sale and otherwise incurred by the SELLER as a result of the BUYER's default, and then to payment of all unpaid installments and/or unpaid balance of the Contract Price and interest on such installment at the interest rate as specified in the relevant provisions set out above from the respective due dates thereof to the date of application.
- (c) In the event of the sale of the VESSEL in its incomplete state, the proceeds of sale received by the SELLER shall be applied firstly to all expenses attending such sale and otherwise incurred by the SELLER as a result of the BUYER's default, and then to payment of all costs of construction of

the VESSEL (such costs of construction, as herein mentioned, shall include but are not limited to all costs of labour and/or prices paid or to be paid by SELLER for the equipment and/or technical design and/or materials purchased or to be purchased, installed and/or to be installed on the VESSEL) and/or any fees, charges, expenses and/or flag authorities incurred and/or to be incurred for the VESSEL less the installments so retained by the SELLER, and compensation to the SELLER for a reasonable sum of loss of profit due to the cancellation or rescission of this Contract.

- (d) In either of the above events of sale, if the proceed of sale exceeds the total of the amounts to which such proceeds are to be applied as aforesaid, the SELLER shall promptly pay the excesses to the BUYER without interest, provided, however that the amount of each payment to the BUYER shall in no event exceed the total amount of installments already paid by the BUYER and the cost of the BUYER Supplied Items, if any.
- (e) If the proceed of sale are insufficient to pay such total amounts payable as aforesaid, the BUYER shall promptly pay the deficiency to the SELLER upon request.

## ARTICLE XII INSURANCE

## 1. EXTENT OF INSURANCE COVERAGE

From the time of keel-laying of the first section of the VESSEL until the same is completed, delivered to and accepted by the BUYER, the SELLER shall, at its own cost and expense, keep the VESSEL and all machinery, materials, equipment, appurtenances and outfit, delivered to the SELLER for the VESSEL or built into, or installed in or upon the VESSEL, including the BUYER Supplied Items, fully insured with first class Chinese insurance companies for SELLER's RISK. The copy of insurance policy shall be provided by the SELLER to the BUYER within 30 days after receiving by the SELLER.

The amount of such insurance coverage shall, up to the date of delivery of the VESSEL, be in an amount at least equal to, but not limited to, the aggregate of the payments made by the BUYER to the SELLER including the value of maximum amount of US\$200,000.00 of the BUYER's Supplies. The policy referred to hereinabove shall be taken out in the name of the SELLER and all losses under such policy shall be payable to the SELLER.

## 2. APPLICATION OF RECOVERED AMOUNT

## (a) Partial Loss:

In the event the VESSEL shall be damaged by any insured cause whatsoever prior to acceptance and delivery thereof by the BUYER and in the further event that such damage shall not constitute an actual or a constructive total loss of the VESSEL, the SELLER shall apply the amount recovered under the insurance policy referred to in Paragraph 1 of this Article to the repair of such damage (including the BUYER's Supplies) satisfactory to the Classification Society and other institutions or authorities as described in the Specifications without additional expenses to the BUYER, and the BUYER shall accept the VESSEL under this Contract if completed in accordance with this Contract and Specifications and not make any claim for any consequential loss or depreciation.

## (b) Total Loss:

However, in the event that the VESSEL is determined to be an actual or constructive total loss, the SELLER shall either:

- (i) By the mutual agreement between the parties hereto, proceed in accordance with terms of this Contract, in which case the amount recovered under said insurance policy shall be applied to the reconstruction and/or repair of the VESSEL's damages and/or reinstallation of BUYER Supplied Items, provided the parties hereto shall have first agreed in writing as to such reasonable extension of the Delivery Date and adjustment of other terms of this Contract including the Contract Price as may be necessary for the completion of such reconstruction; or
  
- (ii) If due to whatever reasons the parties fail to agree on the above, then refund immediately to the BUYER the amount of all installments paid to the SELLER under this Contract without interest, and deliver to the BUYER all BUYER's Supplies (or the insurance proceeds paid with respect thereto), whereupon this Contract shall be deemed to be canceled and all rights, duties, liabilities and obligations of each of the parties to the other shall terminate forthwith.

Within thirty (30) days after receiving telefax or email notice of any damage to the VESSEL constituting an actual or a constructive total loss and the proposal of re-construction, the BUYER shall notify the SELLER in writing or by telefax or email of its agreement or disagreement under this sub-paragraph. In the event the BUYER fails to so notify the SELLER, then such failure shall be construed as a disagreement on the part of the BUYER. This Contract shall be deemed as canceled and the Paragraph 2 (b) (ii) of this Article shall apply.

### 3. TERMINATION OF THE SELLER'S OBLIGATION TO INSURE

The SELLER's obligation to insure the VESSEL hereunder shall cease and terminate forthwith upon delivery thereof to and acceptance by the BUYER.



## ARTICLE XIII DISPUTES AND ARBITRATION

## 1. PROCEEDINGS

In the event of any dispute between the parties hereto as to any matter arising out of or relating to this Contract or any stipulation herein or with respect thereto which cannot be settled by the parties themselves, such dispute shall be resolved by arbitration in London, England in London Maritime Arbitrators Association ("LMAA") in accordance with the English Laws and LMAA's then prevailing arbitration rules. Either party may demand arbitration of any such disputes by giving written notice to the other party. Any demand for arbitration by either party hereto shall state the name of the arbitrator appointed by such party and shall also state specifically the question or questions as to which such party is demanding arbitration. Within twenty (20) days after receipt of notice of such demand for arbitration, the other party shall in turn appoint a second arbitrator. The two arbitrators thus appointed shall thereupon select a third arbitrator, and the three arbitrators so named shall constitute the board of arbitration (hereinafter called the "Arbitration Board") for the settlement of such dispute.

In the event however, that said other party should fail to appoint a second arbitrator as aforesaid within twenty (20) days following receipt of notice of demand of arbitration, it is agreed that such party shall thereby be deemed to have accepted and appointed as its own arbitrator the one already appointed by the party demanding arbitration, and the arbitration shall proceed forthwith before this sole arbitrator, who alone, in such event, shall constitute the Arbitration Board. And in the further event that the two arbitrators appointed respectively by the parties hereto as aforesaid should be unable to reach agreement on the appointment of the third arbitrator within twenty (20) days from the date on which the second arbitrator is appointed, either party of the said two arbitrators may apply to the chairman of LMAA to appoint the third arbitrator. The award of the arbitration, made by the sole arbitrator or by the majority of the three arbitrators as the case may be, shall be final, conclusive and binding upon the parties hereto.

## 2. ALTERNATIVE ARBITRATION BY AGREEMENT

Notwithstanding the preceding provisions of this Article, it is recognized that in the event of any dispute or difference of opinion arising in regard to the construction of the VESSEL, her machinery and equipment, or concerning the quality of materials or workmanship thereof or thereon, such dispute may be

referred to the Classification Society upon mutual agreement of the parties hereto. In such case, the opinion of the Classification Society shall be final and binding on the parties hereto.

### 3. NOTICE OF AWARD

Notice of any award shall immediately be given in writing or by telefax or email to the SELLER and the BUYER.

### 4. EXPENSES

The arbitrator(s) shall determine which party shall bear the expenses of the arbitration or the proportion of such expenses which each party shall bear.

### 5. AWARD OF ARBITRATION

Award of arbitration, shall be final and binding upon the parties concerned. Any right of appeal available under the English Laws is hereby expressly precluded and excluded by the Parties hereto.

### 6. ENTRY IN COURT

Judgment on any award may be entered in any court of competent jurisdiction.

### 7. ALTERATION OF DELIVERY TIME

In the event of reference to arbitration of any dispute arising out of matters occurring prior to delivery of the VESSEL, the SELLER shall not be entitled to extend the Delivery Date as defined in Article VII hereof and the BUYER shall not be entitled to postpone its acceptance of the VESSEL on the Delivery Date or on such newly planned time of delivery of the VESSEL as declared by the SELLER. However, if the construction of the VESSEL is affected by any arbitration, the SELLER shall then be permitted to extend the Delivery Date as defined in Article VII and the decision or the award shall include a finding as to what extent the SELLER shall be permitted to extend the Delivery Date.

ARTICLE XIV RIGHT OF ASSIGNMENT

Neither of the parties hereto shall assign this Contract to any other individual, firm, company or corporation unless prior written consent of the other party is given in writing. However, the BUYER may assign its rights and interests under this Contract to BUYER's 100% controlled SPV and/or financial institute and/or leasing company for the purpose of financing (except the right of making demand under the Contract), provided that the BUYER shall provide prior written notice to the SELLER.

## ARTICLE XV TAXES AND DUTIES

### 1. TAXES

All costs for taxes including stamp duties, if any, incurred in connection with this Contract in People's Republic of China shall be borne by the SELLER. Any taxes and/or duties imposed upon those items or services procured by the SELLER in People's Republic of China or elsewhere for the construction of the VESSEL shall be borne by the SELLER.

The BUYER shall be responsible for the personal income tax for any person it employs, including BUYER's Supervisor or other BUYER's staff, agent and representatives who work at SELLER's shipyard and premise.

### 2. DUTIES

The BUYER shall bear and pay all taxes, duties, stamps and fees incurred outside mainland of China in connection with execution and/or performance of this Contract by the BUYER, except for taxes, duties, stamps, dues, levies and fees imposed upon those items which are to be procured by the SELLER for the construction of the VESSEL in accordance with the terms of this Contract and the Specifications.

Any tax or duty other than those described hereinabove, if any, shall be borne by the BUYER.

ARTICLE XVI PATENTS, TRADEMARKS AND COPYRIGHTS

The machinery and equipment of the VESSEL may bear the patent number, trademarks or trade names of the manufacturers. The SELLER shall defend and save harmless the BUYER from patent liability or claims of patent infringement of any nature or kind, including costs and expenses for, or on account of any patented or patentable invention made or used in the performance of this Contract and also including cost and expense of litigation, if any.

Nothing contained herein shall be construed as transferring any patent or trademark rights or copyright in equipment covered by this Contract, and all such rights are hereby expressly reserved to the true and lawful owners thereof. Notwithstanding any provisions contained herein to the contrary, the SELLER's obligation under this Article should not be terminated by the passage of any specified period of time.

The SELLER's indemnity hereunder does not extend to equipment or parts supplied by the BUYER to the SELLER if any.

The SELLER retains all rights with respect to the Specification, and plans and working drawings, technical descriptions, calculations, test results and other data, information and documents concerning the design and construction of the VESSEL and the BUYER undertakes therefore not to disclose the same or divulge any information contained therein to any third parties, without the prior written consent of the SELLER, excepting where it is necessary for operation, repair and maintenance, insurance, sale or charter of the VESSEL.



ARTICLE XVII NOTICE

Any and all notices and communications in connection with this Contract shall be addressed as follows:

To the BUYER: CA SHIPPING COMPANY LIMITED

Address: 1801, 18/F, Worldwide House, 19 Des Voeux Road Central, Hong Kong, P.R. China; and Room 1004, No.1350 North Sichuan Road, Shanghai, China

Email: [daisy.wang@logistics-asl.com](mailto:daisy.wang@logistics-asl.com); [yangjn@csscshipping.com](mailto:yangjn@csscshipping.com)

To the SELLER: CSSC Huangpu Wenchong Shipbuilding Company Limited

Address: 188 Changzhou Road, Huangpu District, Guangzhou, 510715, the People's Republic of China

Email: [market2@csschpws.com](mailto:market2@csschpws.com);

Any change of address shall be communicated in writing by registered mail or by telefax by the party making such change to the other party and in the event of failure to give such notice of change, communications addressed to the party at their last known address shall be deemed sufficient.

Any and all notices, requests, demands, instructions, advice and communications in connection with this Contract shall be deemed to be given at, and shall become effective from, the time when the same is delivered to the address of the party to be served, provided, however, that registered airmail shall be deemed to be delivered ten (10) days after the date of dispatch, express courier service shall be deemed to be delivered five (5) days after the date of dispatch, and telefax acknowledged by the answerbacks shall be deemed to be delivered upon dispatch. Email transmissions shall be deemed to be delivered upon the acknowledgment from the receiver.

Any and all notices, communications, Specifications and drawings in connection with this Contract shall be written in the English language and each party hereto shall have no obligation to translate them into any other language.

ARTICLE XVIII EFFECTIVE DATE OF CONTRACT

This Contract shall become effective upon fulfillment of all the following conditions:

- (1) Due execution of this CONTRACT and the Specifications; and
- (2) Receipt by the SELLER of the Performance Guarantee in the form annexed hereto as Exhibit "B" issued by Performance Guarantor; and
- (3) Receipt by the BUYER of a Corporate Guarantee in the form annexed hereto as Exhibit "A" issued by the SELLER; and
- (4) Board approval by both of the BUYER and its two shareholders', namely, CSSC Shipping and ASL Shipping; and
- (5) SELLER's board approval.

If, due to any reason whatsoever, any of the above conditions fails to be fulfilled by September 30, 2022, then this CONTRACT shall be made null and void, having no effect whatsoever and no party shall be liable to the other for any loss or damage (if any) whether under this CONTRACT and/or any applicable laws

## ARTICLE XIX - CONFIDENTIALITY

The Parties hereto agree to (and agree that its representatives, officers, employees, advisors and consultants) shall, until the expiry, rescission or cancellation of this Contract, keep the contents and existence of this Contract as well as the contents of any discussions and information received pursuant to this Contract strictly confidential, subject to disclosure to its engineers, advisers and/or consultants as contemplated by this Contract and for the purpose of the accomplishment of this Contract and/or as required by law or the rules of any stock exchange or any competent authority, confidential information which has entered the public domain or is received from a third party without a confidential obligation.

## ARTICLE XX INTERPRETATION

## 1. LAW APPLICABLE

The parties hereto agree that the validity and interpretation of this Contract and of each Article and part hereof be governed by and interpreted in accordance with the English Laws.

## 2. DISCREPANCIES

All general language or requirements embodied in the Specifications are intended to amplify, explain and implement the requirements of this Contract. However, in the event that any language or requirements so embodied in the Specifications permit an interpretation inconsistent with any provision of this Contract, then in each and every such event the applicable provisions of this Contract shall govern. The Specifications and plans are also intended to explain each other, and anything shown on the plans and not stipulated in the Specifications or stipulated in the Specifications and not shown on the plans, shall be deemed and considered as if embodied in both. In the event of conflict between the Specifications and plans, the Specifications shall govern.

However, with regard to such inconsistency or contradiction between this Contract and the Specifications as may later occur by any change or changes in the Specifications agreed upon by and among the parties hereto after execution of this Contract, then such change or changes shall govern.

## 3. DEFINITION

Within the context of this Contract the term "Banking Day(s)" shall mean days (other than Saturday, Sunday, Public Holidays) on which commercial banks are all open for business among in Beijing, and Hong Kong.

"Business Days" are days on which business office are open for business among in Guangzhou and Shanghai.

In absence of stipulation of "Business Days" and "Banking Day(s)", the "day" or "days" shall be taken as "calendar day" or "calendar days".

4. ENTIRE AGREEMENT

This Contract sets forth the entire understanding of the Parties with respect to the subject matter discussed herein. It supersedes all prior discussions, negotiations and agreements, (including but not limited to the Letter of Intent / Option Agreement) whether oral or written, expressed or implied.



In WITNESS WHEREOF, the parties hereto have caused this Contract to be duly signed on the day and year first above written.

THE BUYER:  
CA SHIPPING COMPANY LIMITED

By :  \_\_\_\_\_

Name :

Title :

THE SELLER:  
CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED

By :  \_\_\_\_\_

Name :

Title :

Exhibit "A" : IRREVOCABLE LETTER OF GUARANTEE NO.

To: \_\_\_\_\_

Date:

Dear Sirs,

Irrevocable Letter of Guarantee No.

In consideration of your agreeing to pay CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED (hereinafter called "the SELLER") the instalments before delivery of the VESSEL under the Contract concluded by and amongst you, and the SELLER dated June , 2022 for the construction of one 1600TEU Container Vessel to be designated as Hull No. H2486 (hereinafter called "the Contract"), we, the undersigned, do hereby guarantee repayment to you by the SELLER of an amount up to but not exceeding a total amount of United States Dollars

\_\_\_\_\_ Only (US\$ \_\_\_\_\_) representing the first instalment of the Contract Price of the VESSEL, United States Dollars \_\_\_\_\_

Only (US\$ \_\_\_\_\_), the second instalment of the Contract Price of the VESSEL, United States Dollars \_\_\_\_\_

Only (US\$ \_\_\_\_\_), the third instalment of the Contract Price of the VESSEL, United States Dollars \_\_\_\_\_

Only (US\$ \_\_\_\_\_) , the fourth instalment of the Contract Price of the VESSEL, United States Dollars \_\_\_\_\_

(US\$ \_\_\_\_\_), as you may have paid to the SELLER under the Contract prior to the delivery of the VESSEL, if and when the same or any part thereof becomes repayable to you from the SELLER in accordance with the terms of the Contract. Should the SELLER fail to make such repayment, we shall pay you the amount the SELLER ought to pay with no interest if cancellation of the Contract is exercised by you for the delay caused by permissible delays or total loss in accordance with the provisions of Article VIII 3 or Article XII 2(b), or together with an interest at the rate of five percent (5%) per annum if the cancellation of the Contract is exercised by you in accordance with the provisions of Article III 1(c), 2(c), 3(c) , 4(c) or 5 of the Contract within thirty (30) business days after our receipt of the relevant written demand from you for repayment.

However, in the event of any dispute between you and the SELLER in relation to:

- (1) whether the SELLER shall be liable to repay the instalment paid by you and

(2) consequently whether you shall have the right to demand payment from us,

and such dispute is submitted either by the SELLER or by you for arbitration in accordance with Article XIII of the Contract, we shall be entitled to withhold and defer payment until the arbitration award is published or the settlement agreement has been made by the parties. We shall not be obligated to make any payment to you unless the arbitration award orders the SELLER to make repayment or the SELLER agrees to make the repayment in the settlement agreement. If the SELLER fails to honour the award or the settlement agreement then we shall refund to you to the extent the arbitration award orders or the settlement agreement but not exceeding the aggregate amount of this guarantee plus the interest described above.

The said repayment shall be made by us in United States Dollars. This Letter of Guarantee shall become effective from the time of the actual receipt of the instalment by the SELLER from you and the amount effective under this Letter of Guarantee shall correspond to the payment of the installment actually made by you under the Contract prior to the delivery of the VESSEL. However, the available amount under this Letter of Guarantee shall in no event exceed above mentioned amount of the installment actually paid to the SELLER, together with interest calculated, as described above at four percent (4%) or zero percent (0%) per annum, as the case may be for the period commencing with the date of receipt by the SELLER of the respectively instalment(s) to the date of repayments thereof.

All demands, claims and notices in connection with this Guarantee shall be valid if made in writing and sent to us by post. The notice or demand shall be sent to CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED, 188 Changzhou Road, Huangpu District, Guangzhou, 510715, the People's Republic of China.

This Letter of Guarantee shall remain in force until the VESSEL has been delivered to and accepted by you or refund has been made by the SELLER or ourselves, or until (240 + 30 days) \_\_\_\_\_, 20 , whichever occurs earliest. In the event there exist arbitration between you and the SELLER for Such matters as describe in the above, the validity of this Guarantee shall be extended until 30 days after the final arbitration award has been published or the settlement agreement has been made.

Our liability under this Guarantee shall not be affected or discharged by any amendment, invalidity, illegibility or unenforceability of the Contract, or in respect of any matter concerning the Contract on the part of the insolvency, bankruptcy, reorganization or analogous proceedings of the SELLER.

Shipbuilding Contract

Hull No.H2486

Unless otherwise defined herein, the terms used herein shall have the meaning assigned in the Contract.

This Letter of Guarantee shall be construed in accordance with and governed by the Laws of England. We hereby submit to arbitration in London Maritime Arbitrators Association ("LMAA") in accordance with the Laws of England and LMAA's then prevailing rule for the purposes of any legal action or proceedings in connection with this Guarantee.

CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED

Exhibit "B" IRREVOCABLE LETTER OF GUARANTEE  
FOR THE 2<sup>ND</sup>, 3<sup>RD</sup> AND 4<sup>TH</sup> INSTALLMENTS

To: CSSC HUANGPU WENCHONG SHIPBUILDING COMPANY LIMITED  
188 Changzhou Road, Huangpu District, Guangzhou, 510715, the People's  
Republic of China

Dear Sirs,

- 1) In consideration of your entering into a Ship Sale Contract dated \_\_\_\_\_ ("the Shipbuilding Contract") with \_\_\_\_\_ as the buyer ("the BUYER") for the construction of one (1) \_\_\_\_\_ Metric Tons Deadweight \_\_\_\_\_ known as \_\_\_\_\_ Shipyard's Hull No. \_\_\_\_\_ ("the VESSEL"), we, [ ], hereby IRREVOCABLY, ABSOLUTELY and UNCONDITIONALLY guarantee, the due and punctual payment by the BUYER of each and all of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> installments of the Contract Price amounting to a total sum of United States Dollars [ ] as specified in (2) below.
- (1) In consideration of your entering into a Shipbuilding Contract dated \_\_\_\_\_, as amended from time to time ("the Shipbuilding Contract") with CA Shipping Company Limited (the "BUYER"), xxx for the construction of one (1) 1,600TEU Container Vessels know as SELLER's Hull No. \_\_\_\_\_ ("the VESSEL"), we, CSSC (Hong Kong) Shipping Company Limited ("CSSCHK"), ASL Shipping, Limited ("ASL"), and hereby IRREVOCABLY, ABSOLUTELY and UNCONDITIONALLY jointly guarantee, as the primary obligor and not merely as the surety, the due and punctual payment by the BUYER of each and all of the 2nd, 3rd and 4th installments of the Contract Price amounting to a total sum of United States Dollars \_\_\_\_\_ Only (US\$ \_\_\_\_\_) ("Guaranteed Sum") as specified in (2) below, provided always the liability of CSSCHK and ASL shall be several and proportionate, respectively under this guarantee limited to 60% of the Guaranteed Sum and 40% of the Guaranteed Sum.
- 2) The Instalments guaranteed hereunder, pursuant to the terms of the Shipbuilding Contract, comprise the 2nd installment in the amount of U.S. Dollars \_\_\_\_\_ payable by the BUYER within five (5) banking days after cutting of the first steel plate in your SELLER's workshop, and the 3rd instalment in the amount of U.S. Dollars \_\_\_\_\_ payable by the



BUYER within five (5) banking days after keel laying of the first section of the Vessel in your SELLER's workshop, and the 4<sup>th</sup> instalment in the amount of U.S. Dollars \_\_\_\_\_ payable by the BUYER within five (5) banking days after launching of the Vessel in your SELLER's workshop.

- 3) We also IRREVOCABLY, ABSOLUTELY and UNCONDITIONALLY guarantee, the due and punctual payment by the BUYER of interest on each Instalment guaranteed hereunder at the rate of five percent (5%) per annum from and including the first day after the date of instalment in default until the date of full payment by us or the BUYER of such amount guaranteed hereunder.
- 4) In the event that you have notified us that the BUYER has failed to punctually pay any Instalment guaranteed hereunder or the BUYER fails to pay any interest thereon, then, upon receipt by us of your first written demand, we shall immediately pay to you or your assignee all unpaid 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> instalments, together with the interest as specified in paragraph (3) hereof, without inquiring the justification or entitlement of your demand or requesting you to take any or further action, procedure or step against the BUYER or with respect to any other security which you may hold. For the avoidance of any doubt and even if it is called the "Guarantee" throughout, it is hereby confirmed that it is an "On Demand" guarantee.
- 5) We hereby agree that at your option this Guarantee and the undertaking hereunder shall be assignable to and if so assigned shall inure to the benefit of you or your Bank.
- 6) Any payment by us under this Guarantee shall be made in the United States Dollars by telegraphic transfer to CHINA CITIC BANK GUANGZHOU BRANCH, F48, Zhongxin Plaza, No.233 Tianhe North Road, Tianhe District, Guangzhou, China (SWIFT CODE: CIBKCNBJ510) for the account of SELLER (Account No. 7443901482100000139) or through other receiving bank to be nominated by you from time to time, in favour of you or your assignee.
- 7) Our obligations and rights under this guarantee shall not be affected or prejudiced by any dispute between you as the SELLER and the BUYER under the Shipbuilding Contract or by the SELLER's delay in the construction and/or delivery of the VESSEL due to whatever causes or by any variation or extension of their terms thereof or by any security or other indemnity now or hereafter held by you in respect thereof, or by any time or indulgence granted by you or any other person in connection therewith, or by any invalidity or unenforceability of the terms thereof, or by any act, omission, fact or

circumstances whatsoever, which could or might, but for the foregoing, diminish in any way our obligations under this Guarantee.

- 8) Any demand shall be in writing signed by one of your officers and may be served on us either by hand or by post and if sent by post to \_\_\_\_\_ (or such other address as we may notify to you in writing), or by SWIFT (SWIFT Code: \_\_\_\_\_) via Bank of China, with confirmation in writing.
- 9) This Letter of Guarantee shall come into full force and effect upon delivery to you of this Guarantee and shall continue in force and effect until the VESSEL is delivered to and accepted by the BUYER or until we have paid to you all amounts under this Guarantee, whichever first occurs.
- 10) All payments by us under this Guarantee shall be made without any set-off or counterclaim and without deduction or withholding for or on account of any taxes, duties, or charges whatsoever unless we are compelled by law to deduct or withhold the same. In the latter event we shall make the minimum deduction or withholding permitted and will pay such additional amounts as may be necessary in order that the net amount received by you after such deductions or withholdings shall equal the amount which would have been received had no such deduction or withholding been required to be made.
- 11) This Letter of Guarantee shall be construed in accordance with and governed by the Laws of England.
- 12) This Letter of Guarantee shall have expired as aforesaid, you will return the same to us without any request or demand from us.

IN WITNESS WHEREOF, we have caused this Letter of Guarantee to be signed and delivered by our duly authorized representative the day and year above written.

Very Truly Yours

By: \_\_\_\_\_