

1. Vessel MV CETUS (SEE CLAUSE 29)	RED SEA PHOSPHATE CHARTER PARTY (Revised 1990) (Part 1) 2. Place and date of Charter Party: DUBAI, 26 TH JUNE 2024
3. Ship broker INTEROCEAN GULF DMCC	4. Charterers Full Style Address KISAN INTERNATIONAL TRADING FZE (KITFZE) OFFICE NO. 607, LOB-19 POST BOX 261835 JEBEL ALI, DUBAI-UAE
5. Performing Owners Full Style / Address TRANSBULK OCEAN CARRIERS DMCC UNIT NO: 20-10-14 JEWELLERY & GEMPLEX 2 PLOT NO: DMCC-PH2-J&GPLEXS JEWELLERY & GEMPLEX DUBAI UNITED ARAB EMIRATES	6. Managers Full Style/Address BULKSEAS MARINE MANAGEMENT S.A. 14, PAPANASTASIOU STR. KASTELLA, PIRAEUS 185 33 - GREECE
7. Vessel Position/Itinerary (VSL ITINERARY: VSL SAILED FM TUTICORIN 22 JUNE 2024, ETA AQABA: ARND 5-6 JULY 2024 AGW/WP/UCE)	8 Laydays / Canceling Date 04– 07 JULY 2024 (0001-2359 HRS)
9. Load Port / Berth 1/2 SAFE BERTHS 1 SAFE PORT PHOSPHATE OR FERTILIZER BERTH AT AQABA, JORDAN	10. Discharge Port / Berth 1/2 SAFE BERTHS 1 SAFE PORT PARADIP, EAST COAST INDIA (SEE CLAUSE 47)
11 . Cargo Quantity and Description 75,000 MTS 10 PCT MORE OR LESS OWNERS OPTION BHF ROCK PHOSPHATE 1-2 GRADES BASIS NATURAL HOLD SEGREGATION CHARTERERS HAVE THE OPTION TO LOAD 1-2 GRADES OF CARGO WITH NATURAL HOLDS SEGREGATION WHILE LOADING/DURING PASSAGE AND DURING DISCHARGE, BUT SAME SHOULD NOT AFFECT VESSEL'S INTAKE FOR OWNERS ACCOUNT AS IF VESSEL WAS LOADING SOLE CARGO BASIS 1 GRADE ONLY. CHARTERERS TO DECLARE QUANTITY TO BE LOADED BEFORE TENDERING OF NOR AT LOADPORT. (SEE CLAUSE 71)	
12. Freight Rate and Payment Terms USD 18.95 PMT FREE IN AND OUT, STOWED TRIMMED BASIS 1/1 (SEE CLAUSE 43)	
13. Demurrage Rate USD 17,000 PER DAY PRO RATA HALF DESPATCH WORKING TIME SAVED BOTH ENDS	14. Loading Terms 10,000 MTS PER WEATHER WORKING DAY THURSDAY AFTERNOON FRIDAY HOLIDAY

(SEE CLAUSE 43)	EXCLUDED EVEN IF USED BY SHORE/MECHANICAL LOADER
15. Discharging Terms 15,000 MTS PER WEATHER WORKING DAY SUNDAYS HOLIDAYS INCLUDED BY SHORE/MECHANICAL LOADER BASIS 7 HO/HA PRO RATA IF LESS. (SEE CLAUSE 42)	16. Agents Loading Port JORDAN GLOBAL SHIPPING AGENCIES CO. LTD T: 962 (6) 4016616 EXT: 118 T: 962 (6) 5516474 MOB: 00962 777 240 270 F: 962 (6) 5532821 MOB :00962 797 553 353 OPERATIONS@JGSACO.COM; WWW.JGSACO.COM 73, BADDAD GARDENZ, 5TH FLOOR, WASFI ALTALL ST., AMMAN, JORDAN P.O. BOX: 942302 AMMAN 11194 JORDAN
17. Agents Discharging Port OWNERS TO APPOINT AGENTS NOMINATED BY CHARTERERS AT BOTH ENDS	18. Brokerage 2.5% ADDRESS COMMISSION ON FREIGHT, DEAD FREIGHT AND DEMURRAGE AND 1.25% BROKERAGE COMMISSION PAID BY OWNERS DIRECTLY TO INTEROCEAN GULF DMCC IS PAYABLE ON FREIGHT, DEAD FREIGHT AND DEMURRAGE.
19. Receivers	20.

It is mutually agreed that parts 1 and 2 shall be incorporated within this contract inclusive of additional clause 30-77 to Furthermore in the event of conflict between parts 1 and 2 the conditions of part 1 shall take precedence over part 2.

Signatures (Owners) TRANSBULK OCEAN CARRIERS DMCC	Signatures (Charterers) KISAN INTERNATIONAL TRADING FZE (KITFZE).
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RED SEA PHOSPHATE
CHARTER PARTY (Revised 1990)
(Part 2)

PREAMBLE

It is this day mutually agreed between the party mentioned in Box 5 as owners of the motor vessel named in Box 1 now in position as stated in box 7 and expected ready to load under this charter on or about the date indicated in box 8, and the party mentioned in Box 4 as charterers.

1. That the said vessel being warranted tight staunch and strong, fully fitted for the contracted voyage, and guaranteed suitable in all respects for the loading and carriage of the cargo stated in Box 11, shall after discharging her present cargo, if any, proceed in ballast directly, and with all convenient speed to the loading port as stated in Box 9, and there load, always afloat at a safe berth in the customary manner, or otherwise as may be ordered by the charterers, the cargo stated in Box 11.

2. VOYAGE

Being so loaded, the vessel shall proceed directly without deviation or call at Intermediary ports with best possible speed to the port/place of discharge as stated in Box 10, and there deliver the cargo always afloat In accordance with the customs of the port, as ordered by the consignee or their agents.

3. LOADING (SEE CLAUSE 60)

The cargo to be supplied at an average rate as stated in Box 14 per weather working day of 24 consecutive hours, portions of a day to be counted pro-rata. Time at loading port shall commence at 0800 hours from next working day after tendering/acceptance of Notice of Readiness tendered during official working hours upon vessel's arrival in port limits confirming vessel received FP and other port formalities stands completed (0800-1600 hours from Saturday to Wednesday and 0800-1200 hours on Thursday) and laytime will count 0800 hours from next working day after tendering / acceptance of Notice of Readiness. ~~Notice of Readiness to be tendered on the berth, from the Master that the vessel has arrived in the Shippers loading berth, having received free pratique, and is in all respects ready to receive cargo. However, vessel can always tender nor WWW. In case vessel does not berth on arrival and other port formalities are not completed at anchorage then vessel can tender NOR from customary waiting anchorage. Notice of readiness always to be tendered upon vessel's arrival in port limits. In case of congestion Master to tender his Notice of Readiness from anchorage WIBON.~~

4. EXCEPTED PERIODS AT LOADING (SEE CLAUSE 60)

At the port of loading, time shall not count from 1200 hours Thursday or a day preceding a local or legal holiday until 0800 hours on Saturday or first normal working day following a local or legal holiday even if used. Such time should not count even if loading operations continue during these periods.

5. LOADING COSTS FOR BULK CARGO

The cargo to be put on board and spout trimmed by Shippers free of expense to the vessel. If any additional trimming is required same to be arranged by the Master under his supervision at owners' risk, all expenses for such additional trimming to be for owners' account.

6. LAYDAYS

The lay days are not to commence before the date shown in Box 8, except with the written consent of the Charterers/Shippers. Charterers shall have the option of canceling this charter party if the vessel is not arrived in the loading port and ready to receive the cargo in all respects prior to the canceling date in Box 8 charterers are not obliged to exercise such option before the ship is ready to load.

7. DISCHARGING (SEE CLAUSE 61)

The cargo to be taken from vessels holds at the port of discharge in accordance with the custom of the port as fast as the vessel can deliver free of expense to the vessel. Consignees are not bound to take delivery faster than the average rate stated in Box 15 per weather working day of 24 hours, portions of a day to be counted pro-rata. Time at discharging port to count after 24 hours from receipt and acceptance during local office hours of written or cabled notice from the master that the vessel has received free pratique and is ready to deliver her cargo whether in berth or not.

8. EXCEPTED PERIODS AT DISCHARGING (SEE CLAUSE 61)

~~At the port of discharge, time shall not count from 1700 hours Friday or a day preceding a local or legal holiday until 0800 hours on Monday or first normal working day following a local or legal holiday. Such time shall not count even if discharging operations continue during these periods.~~

9. ADDITIONAL BERTHS (SEE CLAUSE 32)

Up to two shifting(s) after berthing of the vessel, all shifting expenses including fuel and time used to be for owner's account at both ends, even if the vessel is already on demurrage. The shifting of vessel from anchorage to working berth/working anchorage not to be treated as shifting as the same is customary berthing for loading /discharging of cargo .

10. STEVEDORES

The owners are to employ Shippers stevedores at loading port and Consignees stevedores at discharging port. The charterers shall not be responsible for any negligence, default of error in judgment of stevedores employed.

Stevedores damage to be settled directly between owners and stevedores but in case of disputed damages charterers to rendered their utmost help to owners to have the claim settled.

11. AGENTS

The owners are to appoint agents nominated by charterers at both loading and discharging ports as per standard / customary port D/A, and owner paying customary agency fees/DA to agents' disbursements at load and discharge ports to be paid to agents by owner's prior vessels arrival at the ports. Owners are allowed to appoint protecting agents at both ends.

12. PAYMENT OF FREIGHT

Freight shall be payable on the in taken quantity as indicated in the bill of lading in accordance with Box 12. Balance of freight shall be paid after completion of discharge less despatch or plus demurrage upon charterers' receipt and agreement of owner's final freight account supported by the relevant copies of NOR, S.O.F. and time sheets.

13. DEMURRAGE/DESPATCH

If ship be detained longer than herein provided, demurrage to be at the rate stated in Box 13 per day and pro-rata for part of a day. Detention of strikes, lockouts, flood, ice, breakdown of machinery, political disturbances, quarantine, bad weather, disturbed conditions of sea, ~~time occupied while awaiting turn at loading port and all hindrances, however arising in procuring, bringing alongside, receiving or discharging/ removing the cargo, or in procuring labour for any of the above purposes~~ or where the ship with her tackle, crew, or other means she may use, fails to load or deliver the cargo in the time stipulated, shall not count as laytime. Ship to pay despatch money at the rate as stated in Box 13 per day and pro-rata for part of a day for all

working time saved in loading and discharging. Demurrage to be settled directly between owners and charterers at both ends.

14. BAGGED CARGO

~~In the event that the cargo agreed in Box 11 is shipped in any non bulk form such as bags or drums, then same to be loaded and discharged free of expense to the vessel, the Charterers remaining responsible for the cost of stowage. The following conditions are deemed to have been accepted by the Owners:~~

- ~~a.) -Owners to take adequate precautions in order to protect bagged cargo from damage. If the vessel is not cargo batten fitted, Owners to supply and lay at their expense any dunnage and mats and kraft paper necessary to ensure adequate protection of cargo. In any case it is understood that dunnage and/or mats and/or Kraft paper must be sufficient to avoid any contact of the bags with plates, frames and beams so as to allow ventilation on the side and to avoid hold moisture and to avoid bags becoming torn. Before tendering Notice of Readiness, Master to take necessary measures to ensure holds are clean dry and odour free and in every way suitable to receive cargo to Charterers' surveyors satisfaction.~~
- ~~b.) -If the Charterers require any separations within the vessel other than by vessels holds and tweendecks, the charterers to supply necessary material at their expense. Where port regulations permit vessels crew shall construct such separations and attend to any taping of hatch openings free of expense to the Charterers.~~
- ~~c.) Owners to be responsible for number and conditions of bags signed for in accordance with the Bills of Lading.~~
- ~~d.) No cargo is to be stowed in refrigerator hatches, alleyways, bunker hatches, deeptanks or places, other than main holds and tweendecks.~~
- ~~e.) -Clean Master Receipts to be signed for each parcel when on board, and Master to sign Bills of Lading in accordance therewith as requested by Charterers or Shippers. Master's right to reject any cargo that would involve the clausings of Mates Receipts and/or Bills of Lading.~~

15. NOTICES

The vessel to give immediate notice of arrival loadport or expected load readiness upon fixing. If the vessels position should then vary by more than 24 hours, then vessel to advise parties immediately. Vessel / owners to give notice upon clean fixture followed by each day ETA load port."

NOTIFY PARTIES (& BOX 4)

At Load port

- a) Charterers: (See Box 04)
- b) Shippers:
- c) Agents : (See Box 16)

If owners do not comply with above, Charterers to be allowed 3 extra days for loading.

Upon completion of loading, vessel to immediately cable ETA discharge port stating quantity loaded and expected arrival draft. A further 5 days, 48 hours, and 24 hours of arrival discharge port to be given.

NOTIFY PARTIES (& BOX 4)

At Discharge Port

- a) Receivers: see Box 19
- b) Agents Discharge port: see Box 17
- c) Charterers: (See Box 04)

If owners do not comply with above, Charterers to be allowed 3 extra days for discharging.

16. SHIPS GEAR

The vessel shall provide free of expense to Shippers and Receivers the use of her Cranes/winches/derricks which are to be in good working with full power and shall give every reasonable facility to enable the cargo to be loaded and discharged as quickly as possible. All gear worthiness certificates required by vessel's classification society to be valid for the duration of the voyage.

17. GRAB DISCHARGE (SEE CLAUSE 40)

~~Vessel is guaranteed to be suitable for grab discharge, and no cargo to be loaded in tween decks deep tanks or bunker spaces or other spaces inaccessible to grabs. The Master have the liberty of loading in such places for the purpose of the stability of the vessel, but extra time used, and additional expenses incurred in loading and / or discharging from such places to be for Owners' account.~~

18. VESSEL HOLDS AND HATCHES (SEE CLAUSE 38)

At the port of loading the vessel to present with holds clean, swept, dry and free from loose rust scale to charterers satisfaction., opening and closing of hatches per day to be at owners' risk and expense and time used not to count as laytime.

The vessel will be held responsible for any damage to cargo caused by water through ventilator leakage of water and/or oil from pipes and/or valves and/or tanks etc. on board due to wear and tear of the above and any other due to lack of diligence.

19. OVERTIME (SEE CLAUSE 63)

~~overtime to be on account of party ordering same if overtime ordered by port/custom authorities same to be for shippers/receivers/charterers account.~~

20. ARAB BLACKLIST

Owners guarantee that the vessel is not blacklisted by Arab Authorities. However, should vessel be found to be blacklisted upon arrival at loading port, Owners to bear all consequences and / or damages without any responsibility to charterers or shippers.

21. EXCEPTIONS

The act of God, perils, dangers and accidents of the sea or other water of what nature and kind whatsoever, fire from any cause on board or on water, parity of the Master and crew, enemies, pirates and robbers, arrests and restraints of princes, rulers and people, explosions, bursting of boilers breakage of shafts or any latent defects in hull and machinery, stranding's, collisions and all other accidents of navigation and all losses and damages caused thereby are excepted, even when occasioned by negligence, default or error in judgment of the Pilot, Master, Mariners or other servants of the ship owners, but unless stranded, sunk, or burnt, nothing herein contained shall exempt the ship owners from liability to pay for damage of cargo, occasioned by bad stowage, by improper or insufficient dunnage, or separation or abuse of customary ventilation, or by improper opening of valves, sluice and parts or any causes other than those above excepted, and all the above exceptions are conditional on the vessel being seaworthy when she sails on the voyage, but any latent defects in the hull and machinery shall not be considered unseaworthiness, provided same do not result from want of due diligence of the owners, or any of the ship's Husband or Master. Charterers are not answerable for any negligence, default or error in judgment of stevedores or other employed in loading, trimming or discharging the cargo. The Master has liberty to sail with or without pilots, to call at ports for bunkers, to tow or be towed and to render assistance to other vessels in distress.

22. LIEN

Charterers' liability ceases on the completion of loading except as regards payment of freight, dead freight and demurrage and other responsibilities of charterers specified under this charter party. The owners having a lien on the cargo for freight, dead freight, demurrage and average charges.

23. AVERAGE

In case of average, same shall be settled in London according to York/Antwerp rules of 1974 and in case the ship should put into any port or ports with damages, the master or owners shall, without delay, where practicable, inform charterers thereof by telegraph, and in case of jettison, Master shall report in writing full particulars of same to the consignees immediately on arrival.

24. LMAA ARBITRATION

All disputes or differences arising out of this contract which cannot be amicably resolved shall be referred to arbitration in London.

Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party. In the case of an arbitration on documents, if the two arbitrators so appointed are in agreement, their decision shall be final. In all other cases the arbitrators so appointed shall appoint a third arbitrator and the reference shall be to the three-man tribunal thus constituted.

If either of the appointed arbitrators refuse to act or is incapable of acting, the party who appointed him shall appoint a new arbitrator in his place.

If one party fails to appoint an arbitrator, whether originally or by way of substitution for two weeks after the other party having appointed his arbitrator, has (by telex or letter) called upon the defaulting party to make the appointment, the President for the time being of the London Maritime Arbitrators Association shall, upon application of the other party, appoint an arbitrator on behalf of the defaulting party and that arbitrator shall have the like powers to act in the reference and make an award (and, if the case so requires, the like duty in relation to the appointment of a third arbitrator) as if he had been appointed in accordance with the terms of the agreement.

The contract is governed by English law and there shall apply to all proceedings under this clause the terms of the London Maritime Arbitrators Association current at the time when the arbitration proceeding were commenced. All appointees shall be members of the Association.

Notwithstanding the above conditions, all disputes up to a value of **USD 100,000** are to be dealt with under the terms and conditions of the LMAA small claims procedure 1989.

25. NON-PERFORMANCE

Penalty for non-performance of this agreement proved damages, not exceeding the estimated amount of freight.

26. BROKERAGE

A brokerage (Add. com) as in Box 18 shall be payable on freight, dead freight and demurrage. ~~In the event of non performance, a brokerage of one third of estimated amount shall be payable by responsible party to all brokers.~~

27. PROTECTIVE CLAUSES

New Both to Blame Collision Clause; New Jason Clause; Chamber of Shipping War Risk Clauses 1 & 2 and P & I Club Bunkering Clause, all as attached, to be included in the charter party, and all bills of lading issued hereunder shall be subject to said clauses.

The provisions of the Hague/Visby Rules and any amendments thereto are to be incorporated in all bills of lading issued hereunder.

28. EXTRA INSURANCE

~~Any extra insurance payable by the Charterers on the cargo due to the vessels age, class, flag, or Ownership shall be for Owners account. Such amounts shall be limited to a maximum of U.S\$~~

Overage premium if any to be on owners account, If the nominated vessel is above 25 years old.

29. DESCRIPTION OF VESSEL

MV CETUS EX OPAL STREAM

LIB FLG

76.845 MT DWAT ON 14.126M SSW BLT 2003

OSHIMA JPN

LOA 225 / BEAM 32.26 M

7 HO/7 HA

90,475 CBM GRAIN

ALL DETAILS ABOUT.

= PLEASE FIND ATTACHED BALTIC QUESTIONNAIRE FROM PREVIOUS FIXTURE, UPDATED 09/05/24, PLEASE AMEND ACCORDINGLY

OWNERS TO REPLY TO CHARTERERS BELOW QUESTIONNAIRE:

- **C/P CHAIN:** HEAD OWNERS / TRANSBULK

-OWNERS' FULL STYLE

TUCANA MARITIME INC
MONROVIA, LIBERIA

-VESSELS MANAGERS:

BULKSEAS MARINE MANAGEMENT S.A.
14, PAPANASTASIOU STR.
KASTELLA, PIRAEUS 185 33 - GREECE

-PERFORMING D/OWNER:

TRANSBULK OCEAN CARRIERS DMCC
UNIT NO: 20-10-14 JEWELLERY & GEMPLEX 2
PLOT NO: DMCC-PH2-J&GPLEXS
JEWELLERY & GEMPLEX
DUBAI UNITED ARAB EMIRATES

- MAXIMUM CRANE OUTREACH BEYOND SHIP'S RAIL: N/A

- HATCH DIMENSIONS:

NO 1: 15.98 X 13.050 X 14.1,

NO 2-7: 16.92 X 15.88 M.

- CLASS / PNI / HNM CERT: ALREADY SENT

- LAST 3 CARGOES STARTING WITH LAST: COAL/GRAIN/GRAIN.

- OWNERS CONFIRM THAT THE VESSEL CONFORMS TO THE PORT RESTRICTION AS ATTACHED HERewith

- OWNERS GUARANTEE VESSEL FULLY P&I CLUB COVERED AND VESSEL'S P&I CLUB IS MEMBER OF INTERNATIONAL GROUP OF P&I CLUBS (IACS) AND OWNERS GUARANTEE THAT THE VESSEL'S CLASS IS A MEMBER OF IACS AND WILL REMAIN SO THROUGH OUT THE DURATION OF THIS CHARTER PARTY (.)

- IN CASE OF DISPONENT OWNERS PERFORMING THE SAID VOYAGE, N.O.C. FROM COMPLETE CHAIN I.E. FROM HEAD OWNER TILL LAST DISPONENT OWNERS PERFORMING THE VOYAGE, SHOULD BE FURNISHED PRIOR TO VESSEL'S ARRIVAL AT LOAD PORT AQABA STATING THAT THEY HAVE NO PENDING DISPUTE WITH THE DISPONENT OWNERS AND ALSO HAVE NO OBJECTION FOR PERFORMING THIS VOYAGE AND FREIGHT CAN BE REMITTED TO DISPONENT (PERFORMING) OWNERS DIRECTLY (AS PER DRAFT NOC FORMAT ATTACHED). IF THE SAME IS NOT COMPLIED PRIOR TO ARRIVAL OF VESSEL AT AQABA AND RESULTING TO WAITING OF THE VESSEL TILL SUBMISSION OF NOC BY DISPONENT OWNERS, ALL TIME LOST IN WAITING & CONSEQUENCES TO BE ON OWNERS ACCOUNT. – N/A

AND

1) NAME OF REGISTERED OWNERS:

TUCANA MARITIME INC
MONROVIA, LIBERIA

2) NAME OF MANAGERS:

BULKSEAS MARINE MANAGEMENT S.A.
14, PAPANASTASIOU STR.
KASTELLA, PIRAEUS 185 33 - GREECE

3) NAME OF PERFORMING OWNERS:

TRANSBULK OCEAN CARRIERS DMCC
UNIT NO: 20-10-14 JEWELLERY & GEMPLEX 2
PLOT NO: DMCC-PH2-J&GPLEXS
JEWELLERY & GEMPLEX
DUBAI UNITED ARAB EMIRATES

4) NAME OF HULL UNDERWRITERS & HULL MACHINERY VALUE:

H.W. WOOD LTD. / USD 10,920,000

5) NAME OF P&I CLUB: GARD

OWNERS CONFIRM BELOW:

= OWNERS CONFIRM THAT VESSEL / OWNERS COMPLY WITH I.S.M

= OWNERS CONFIRM THAT VESSEL WILL REMAIN UNDER SAME P+I CLUB AND CLASS FOR THE WHOLE DURATION OF THIS VOYAGE.

= OWNERS CONFIRM THAT VSL IS SUITABLE FOR GRAB DISCHARGE WITH NO CENTRELINE BULKHEAD.

= OWNERS CONFIRM THAT VSL HAS ALL TURKISH CREW ON BOARD.

= OWNERS CONFIRM THAT VESSEL COMPLY WITH ISPS NORMS.

= OWNERS CONFIRM VSL IS A SINGLE DECK BULK CARRIER.

= OWNERS CONFIRM THAT VESSEL IS HAVING MIN 10 KNOTS MANOUVERING SPEED. IF AT DISCHARGE PORT, VESSEL IS UNABLE TO ACHIEVE 10 KNOTS MANOUVERING SPEED FOR SAFE BERTHING OF THE VESSEL, THEN ALL TIME LOST DUE TO WAITING OF THE VESSEL FOR BERTHING INCLUDING ANY ADDL. EXPENSES REQUIRED TO BE INCURRED FOR BERTHING, TUG HIRE CHARGES, ADDL. PILOTAGE ETC SHALL BE ON OWNERS ACCOUNT AND THE NOR IS ACCEPTED ONLY UPON BERTHING OF THE VESSEL.

= OWNERS CONFIRM DISTANCE FM WATERLINE TO TOP OF CRANE COLUMN (IN FULL BALLAST CONDITION) DOES NOT EXCEED 34 MTRS.

= OWNERS CONFIRM THAT VSL'S BALLASTING/DEBALLASTING AND MOORING IS IN GOOD WORKING CONDITION AND ANY DELAY DUE TO FAILURE TO BE ON OWNS ACCOUNT.

= OWNERS CONFIRM PARADIP PORT RESTRICTIONS I.E. AGE, CLASS & P&I CERTIFICATE AND ANY DELAY IN BERTHING OF THE VESSEL DUE TO PILOT SHORTAGE OR DUE TO NIGHT NAVIGATION RESTRICTIONS IMPOSED BY THE PORT IF ANY SHALL BE ON OWNERS ACCOUNT.

= OWNERS CONFIRM THAT VESSEL IS PREVIOUSLY NOT A CONTAINER CARRIER OR GAS CARRIER. OWNERS ALSO CONFIRM THAT VSL NOT HAVING ANY PARTITION, BEAMS, PILLARS/COLUMNS IN BETWEEN HOLDS TO HINDER DISCHARGE OPERATION.

= OWNERS / MASTER TO SEND REGULAR NOTICES ON VESSEL ENTERING / EXIT FROM GULF OF ADEN TO ALL THE NOTIFY PARTIES.

= OWNERS CONFIRM THAT VESSEL WILL BE REGISTERED WITH MARITIME SECURITY CENTER, HORN OF AFRICA, MSC(HOA), FOR PERFORMANCE OF THE SAID VOYAGE.

= OWNERS CONFIRM THAT VESSEL WILL NOT CHANGE OWNERSHIP TILL THE COMPLETION OF THIS VOYAGE.

= OWNERS CONFIRM THAT HATCH DIMENSIONS OF THE VSL IS MINIMUM 12X12MTRS

= MASTER TO TENDER NOTICE OF READINESS (NOR) ONLY WHEN THE VESSEL IS READY IN ALL RESPECTS TO LOAD CARGO. IF THE VESSEL FAILS HOLD INSPECTION, THEN ALL SUCH TIME LOST FROM HOLD FAILURE TILL PASSING THE HOLDS WILL BE OWNER ACCOUNT.

FIRST NOR WILL REMAIN VALID AND NOR NOT TO BE RETENDERED.

= OWNERS CONFIRM THAT VESSEL IS NEITHER OWNED/OPERATED NOR MANAGED BY AN IRANIAN OWNERSHIP COMPANY AND ALSO THE BENEFICIARY OF FREIGHT.

= OWNERS CONFIRM THAT THE VESSEL & THE OWNER(S) IS NOT REGISTERED WITH THE P&I CLUB M/S.ASTRA ASIGURARI INSURANCE AND REINSURANCE CO.

= OWNERS CONFIRM AND UNDERTAKE THAT VSL AFTER SAILING FROM AQABA TO PROCEED DIRECTLY TO DISCHG PORT(S) WITHOUT ANY DEVIATION OR UNDUE DELAY, VESSEL ALLOWED TO BUNKER ENROUTE, BUT OWNERS TO INFORM CHARTS ACCORDINGLY.

= OWNERS CONFIRM THAT THE INSURANCE CERTIFICATE AND PROTECTION AND INDEMNITY INSURANCE POLICY FOR MARITIME CLAIMS, IN ORIGINAL OR A CERTIFIED COPY AND CERTIFICATE OF CLASS IN ORIGINAL, SHALL BE KEPT ON BOARD AND AVAILABLE FOR INSPECTION BY PORT AUTHORITIES/COAST GUARD/INDIAN NAVY.

= VESSEL TO HAVE TOTAL 16 NO'S POLYPROPYLENE TO MADE FAST AT OUR TERMINAL. ALL WINCHES OF THE VESSEL TO BE IN GOOD WORKING CONDITION

OWNERS/OPERATORS GUARANTEE THE VESSEL IS FREE FROM ANY OBLIGATION, ENCUMBRANCE, CLAIM OR LIEN, OF A FINANCIAL NATURE OR OTHERWISE, THAT WOULD

INTERFERE IN ANY WAY WITH THE VESSEL'S PERFORMANCE OF THIS VOYAGE AND/OR THE DELIVERY OF THE CARGO WITH THE UTMOST DESPATCH. IN THE EVENT THE VESSEL/CARGO IS LIENED OR ARRESTED DURING THE CURRENCY OF THIS CHARTER PARTY (OR AFTER COMPLETION OF DISCHARGE IN RESPECT OF THE CARGO) THE OWNERS / OPERATORS ARE TO TAKE IMMEDIATE ACTION TO RELEASE VESSEL/CARGO FROM ANY SUCH LIEN OR ARREST AND TO REMAIN FULLY RESPONSIBLE FOR THE COST OR DAMAGES CAUSED AS A RESULT OF ANY LIEN OR ARREST OR INTERRUPTION OF THE VESSEL'S PERFORMANCE UNDER THIS CHARTER PARTY.

CLAUSE 30

In the absence of original bills of lading upon vessel's arrival at discharge port, Charterers have the option to issue single simple Letter of Indemnity in owners favor as per owners P and I club wording based on which owners shall issue delivery order. Charterers to attach copy of bill of lading along with Letter of Indemnity for owners' approvals.

CLAUSE 31

~~Vessel to have test certificate covering vessel's gear in accordance with International Dock Safety Convention, valid for the duration of the Charter.~~

CLAUSE 32

Up to two shifting (s) after berthing of the vessel, all shifting expenses including fuel and time used to be for owners account at both ends, even if the vessel is already on demurrage. The shifting of vessel from anchorage to working berth / working anchorage not to be treated as shifting as the same is customary berthing for loading / discharge of cargo. If vessel shifted to anchorage after berthing, then all such waiting time for re-berthing will count as laytime.

CLAUSE 33

Vessel to be left in seaworthy trim to shift between berths, to Master satisfaction.

CLAUSE 34

Surf days and rough sea not to count as weather working day, however when used actual time used to count.

CLAUSE 35

All taxes /dues on vessel/flag/freight to be for owners' account.

CLAUSE 36

All taxes/dues on cargo to be for charterers account.

CLAUSE 37

At discharge port Notice of Readiness to be tendered also by cable WIBON / WIFPON, if subsequently free pratique is not granted all time therefore lost to be for Owners account. If free pratique cannot be granted for any reason other than ships fault laytime to count as per Charter Party.

CLAUSE 38

Cost of opening / closing of hatches to be for Owners account, and time used not to count.

CLAUSE 39

~~Upon arrival at port of Aqaba vessel gear certificates will be available for inspection by Charterers, if Charterers require further gear survey same to take place at Charterers time and expense.~~

~~If at port of discharge vessel gear breaks down to the extent that it cannot be repaired and cargo cannot be removed from vessel holds then Owners responsible to supply shore cranes or move vessel to nearest port where cargo can be discharged safely by shore gear to the receivers, and waiting time to be Owners account.~~

CLAUSE 40

No cargo to be loaded in Tween Deck, Deep tanks, Wing Tanks, and other inaccessible areas. Master has the liberty to load in such areas for stability of the vessel, but any extra expenses incurred for discharge of cargo from such areas shall be to owners account and laytime shall be calculated at half of the agreed discharge rate.

CLAUSE 41

Owners to provide class certificate, ship's registry certificate for the duration of this voyage prior to loading of the vessel.

CLAUSE 42: DISCHARGE RATE

15,000 MTS Per Weather Working Day, Sundays and Holidays included by shore/mechanical loader basis 7 HO/HA prorata if less.

A hatch is only be considered a non-workable in the event of vessel hatch cannot be opened due to fault of vessel. In such case, time used/lost will be deducted from laytime on pro-rata basis.

CLAUSE 43: FREIGHT

USD **18.95 PMT** Free in out stowed trimmed basis 1/1.

Applicable service tax / GST on freight to be on Charterers a/c.

Demurrage / Despatch: USD **17,000** Per day pro rata half dispatch working time saved both ends.

95% Freight payable within 5 banking days from signing / releasing Bills of Lading marked 'Freight Payable as per Charter Party' or 'Freight Prepaid' less commission.

Balance 5% freight plus demurrage at load / discharge port less despatch at discharge port payable within 30 days after delivery of cargo and upon receipt of Owners discharge documents i.e. load / discharge port laytime calculations along with final freight account.

~~Freight prepaid Bills of Lading to remain under loadport agent's custody and to be released only upon Owners confirmation that Freight received.~~

Freight deemed earned upon shipment, discount less and non-returnable ship and or cargo lost or not lost.

Owners banking details:

Beneficiary: Transbulk Ocean Carriers DMCC
Unit No: 30-01-BA138, Jewellery & Gemplex 3,
Jewellery & Gemplex, P.O box 123175, Dubai, UAE

IBAN: AE340030011808345920001

Bank Name: Abu Dhabi Commercial Bank (ADCB)

Bank Address: Business Bay Branch – Dubai

Swift Code: ADCBAEAA

Corresponding Bank: Bank of America, N.A. New York

Swift Code: BOFAUS3N

CLAUSE 44

Owners confirm that Owners / vessel comply with BIMCO ISPS and ISM Code.

CLAUSE 45

Owners confirm that vessel will remain under same P+I club / class / H & M under writers for the whole duration of this voyage. Owners confirm that P&I cover include wreck removal oil pollution.

CLAUSE 46

Owners confirm that vessel's gears can serve all vessel's holds / hatches.

CLAUSE 47: DISCHARGE PORT/BERTH

1/2 Safe Berth(s), 1 Safe Port Paradip, East Coast India.

Anchorage discharge only for lighterage and not for discharge of full cargo. If any swell at anchorage during discharge, time to count as laytime whether vessel is discharging or not.

~~Charterers to declare final discharge port prior passing ADEN. if 2 port discharge Charterers to declare 2nd discharge port 24hours before vessels arrival at 1st discharge port.~~

Owners confirm that vessel fully complies with Aqaba port, (Phosphate berth and Fertilizer berth) and Paradip port restrictions presently in force in respect of LOA, Beam, Draft and Air Draft including the condition of valid P&I Club of head owners and classification society etc and any measures required to comply with the same to be for owners account.

(A) Aqaba Port:

LOA: 230 MTRS / Beam: 32.20 MTRS

Draft: 14.5 MTRS Max

Air Draft: 15.00 MTRS

(B) Paradip Port:

I. LOA: Up to 220 MTRS – Charterers waive this exemption for this fixture where max 229 MTRS to apply

Beam: 32.20 MTRS

II. Draft: Max 14.5 MTRS Available Water Arrival Draft (AWAD)

III. Hatch dimensions to be min 12 MTRS X 12 MTRS,

IV. Vessel(s) to be of below 20 years of age (pls refer DGS circular)

V. Master to arrange ballast intake so as to ensure vessel air draft of 18 to 21 MTRS Water Line / Top of Hatch Coaming (WLTHC) particularly during the end of the discharge operations

CLAUSE 48

Notice of readiness not to be tendered before commencement of lay days (laycan) at load port. Any time used before commencement of laycan, time not to count as laytime and notice of readiness is deemed to be tendered on the 1st day of laycan commencement and laytime to count as per agreed Charter Party. However, if loading commences prior to commencement of laytime, time used not to count as laytime.

CLAUSE 49

Owners to allow Receivers' stevedores to lower the payloaders inside the hold/hatch for sweeping of cargo which is the standard practice during discharge provided the weight of the payloaders does not exceed the permissible tank top strength.

CLAUSE 50

Any time used before commencement of laycan not to count as laytime.

CLAUSE 51

Owners confirm that BIMCO ISPS / ISM Clause to apply.

CLAUSE 52

~~Owners confirm that any trimming required during loading to be for their account in full.~~

CLAUSE 53

~~Owners confirm that ship cranes should be functioning properly.~~

CLAUSE 54

Owners confirm that vessel is registered with Lloyds / Equivalent (Lloyds A1).

CLAUSE 55: FORCE MAJEURE CLAUSE

Charterers shall not be liable for any delay in loading or discharging including delay due to the unavailability of cargo which delay or unavailability is caused in whole or in part by an act of God, war, hostilities, political disturbances, rebellion, mobilization, revolution, insurrection, acts or public enemy, civil commotions, sabotage, acts of government (including but not restricted to any preference, priority, allocation or limitation order and any export or import control), fires, floods, force majeure, earthquake, storms, landslides, frost or snow, bore tides explosions or other catastrophes, epidemics, quarantines, restrictions strikes embargo, blockage, railway accidents or impediments and any other reasonable cause beyond the control of Charterers.

CLAUSE 56: STRIKE CLAUSE

If the cargo cannot be loaded by reason of riots, civil commotions or of a strike or lockout of any class of workmen essential to the loading of the cargo or by reason of obstructions or stoppages beyond the control of the Charterers caused by riots, civil commotions or a strike or lockout on the railway or in the docks or other loading places or if the cargo cannot be discharged by reason of riots, civil commotions or of a strike or lockout of any class of workmen essential to the discharge, time for loading and/or discharging, as the case may be, shall not count during the continuance of such causes, provided a strike or lockout of the Shippers and/or Receivers men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lockout. In case of any delay by reasons of the before mentioned causes, no claim for damages or demurrage shall be made by Charterers, Receivers of the cargo or Owners of the steamer. For the purpose, however, of settling despatch money account, any time lost by the steamer through any of the above causes shall be counted as laytime used in loading or discharging as the case may be, once on demurrage always on demurrage.

CLAUSE 57

Additional plus normal war insurance premium including piracy premium if any to Owners account. If Owners / Master decide to take the diversion / longer route for proceeding towards nominated discharge port to avoid risks of piracy, all costs & time used to be entirely on Owners account. Vessel while crossing Gulf of Aden to join the naval convoy for safety of the cargo and safe passage, Owners to undertake that for the safe passage of the vessel through Gulf of Aden, the subject vessel shall be part of the naval convoy. Owners also confirm that they will deploy armed guards on board for safety of the vessel during transit of Gulf of Aden.

CLAUSE 58

Vessel to be fully HNM/PNI covered for whole duration of the voyage.

Owners guarantee that all vessels' certificates are fully valid throughout the whole duration of the voyage

Vessel to be classed highest Lloyds or equivalent.

Owners guarantee that the vessel complies Fully with the International safety Management (ISM) Code and the International Ship and Port Facilities Security (ISPS) Code and will remain so for the entirety of her employment under this charter party.

CLAUSE 59

Owners confirm and undertake that vessel after sailing from Aqaba to proceed directly to

discharging ports without any deviation or undue delay. Vessel allowed to slow steam or stop in order to join naval convoy and/or bunker enroute but, Owners to inform Charterers accordingly.

CLAUSE 60: LOAD PORT LAYTIME COMMENCEMENT CLAUSE

At load port Notice of Readiness to be tendered during official working hours upon vessel's arrival in port limits confirming vessel received free pratique and other port formalities stands completed (0800-1600 hours Saturday to Wednesday and 0800-1200 hours on Thursday) and lay time will count 0800 hours from next working day after tendering / acceptance of Notice of Readiness. ~~However, vessel can always tender nor WWWWW. In case vessel does not berth on arrival and other port formalities are not completed at anchorage then vessel can tender NOR from customary waiting anchorage.~~

Time shall not count from 1200 hours on Thursday or a day preceding to local or legal holiday until 0800 hours Saturday or following a local or legal holiday even if used.

Vessel to strictly comply with all Indian Govt regulations prevalent at the time of arrival at discharge port with regard to granting of free pratique. Owner can obtain free pratique by email prior vessel arrival from PHO and same to be valid.

Notice of Readiness not to be tendered before commencement of lay days at load port. Any time used before commencement of laycan, time not to count as laytime and Notice of Readiness is deemed to be tendered on the 1st day of laycan commencement and laytime to count as per agreed charter party. However, if loading commences prior to commencement of laytime, time used not to count as laytime. Laytime cease to count on completion of loading and/or unloading.

Owner will allow 8 hours free time at each port after completion of loading/discharging for documentation. If vessel sailing delayed more than 8 hours, then laytime will continue to count till sailing both ends, Unless the delay is from owners/master side. If delay from master/owners side then time not to count.

CLAUSE 61: DISCHARGE PORT TIME COUNTING CLAUSE

Notice of readiness to be tendered ~~to agent only via fax or email~~ by Owners / Master during office working hours once the vessel arrives in port limits confirming that vessel received free pratique at each discharge port(s). Laytime shall commence only after 24 hours of tendering on NOR confirming that vessel received free pratique and other port formalities stands completed, during official working hours (1000 hours to 1700 hours from Monday - Friday and between 1000-1200 hours Saturday) laytime shall not count from 1200 hours Saturday or 1700 hours a day preceding a local or legal holiday until 1000 hours on Monday or first normal working day following a local or legal holiday. Such time should not count even if discharging operations continue during these periods. This clause is applicable only for NOR. ~~However, vessel can always tender NOR WWWWW. In case vessel does not berth on arrival and other port formalities are not completed at anchorage then vessel can tender NOR from customary waiting anchorage.~~

After commencement of laytime the discharge terms are Sunday's holidays included.

Vessel to strictly comply with all Indian Govt Regulations prevalent at the time of arrival at discharge port with regard to granting of free pratique. Owner can obtain free pratique by email prior vessel arrival from PHO and same to be valid and considered as free pratique granted.

Laytime shall cease to count on completion of loading and / or unloading.

Owner will allow 8 hours free time at each port after completion of loading/discharging for documentation. If vessel sailing delayed more than 8 hours, then laytime will continue to count till sailing both ends, Unless the delay is from owners/master side. If delay from master/owners side then time not to count.

CLAUSE 62

Owners to provide 440 volts/60 AMP power at each hook point to receiver's stevedores for discharge of cargo by receiver's grabs, for discharge at Paradip port.

CLAUSE 63

Overtime to be on account of party ordering same. If overtime ordered by port / customs, the same to be shared equally between owners and charterers.

CLAUSE 64: ISM CLAUSE

From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter procure that both the vessel and "The Company" (As defined) by ISM request the Owners shall provide a copy of the relevant Documents of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers, except as otherwise provided in the Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or 'The Company' to comply with the ISM code shall be for the Owner's account.

CLAUSE 65

Owners confirm that vessel has no centerline in holds.

CLAUSE 66

Owners confirm that the vessel is a single decker.

CLAUSE 67

Owners confirm that vessel suitable for grab discharging.

CLAUSE 68

Charterers have the right to appoint independent surveyor to conduct Hose test survey to ensure hatch cover in good condition at their time and expense.

CLAUSE 69

Owners to allow 24 hours turn time at first discharge port.

CLAUSE 70

Laytime non-reversible both ends.

CLAUSE 71

In upon receipt of message from Owners/Master on vessel's readiness.

Incase Vessel to Load 1-2 Grades Of Cargo, Cost Of Time Used For Initial, Interim And Final Draft Survey At Both Load And Discharge Port To Be On Owners Account And Same To Be Excluded From Laytime

Charterers have the right to load 1-2 grades and same to be loaded in separate holds

Charterers confirm vessel will load full cargo in each hold grade wise as per the master stowage plan

Owners to provide master's hatch wise stowage plan for both the loadable quantities.

Final loadable quantity & Charterers name shall be declared from laytime.

CLAUSE 72: HATCH DIMENSIONS

TBA

CLAUSE 73

Owners confirm that vessel is having min 10 knots maneuvering speed. if at discharge port, vessel is unable to achieve 10 knots maneuvering speed for safe berthing of the vessel, then all time lost due to waiting of the vessel for berthing including any addl. expenses required to be incurred for berthing, tug hire charges, additional. pilotage etc shall be on owners account and the notice of readiness is accepted only upon berthing of the vessel.

CLAUSE 74

GA/Arbitration if in London with English laws to apply.

CLAUSE 75: OFAC CLAUSE

Performing vessel(s) always to be in conformity with applicable United States law and United Nations proclamations prohibiting certain flags/Ownership/management from participating in trade covered by this charter, including restrictions imposed by the US Treasury Department, Office of Foreign Assets Control (OFAC) and the US Commerce Department, Bureau of Industry and Security (BIS) and United Nations proclamations prohibiting certain flag/Ownership/management from participating in trade covered by this Charter. Owners responsible for all cost/consequences if in violation of this warranty.

CLAUSE 76: FREIGHT BENEFICIARY OF THIS CHARTER PARTY

If freight beneficiary is different than the Owners / Disponent Owners of the vessel, then "Written Declaration / No Objection Letter" from Head Owners / Disponent Owners to be asked for Charterers paying the freight to the nominated "Freight Beneficiary" in accordance with OFAC clause which is as incorporated in the Charter Party.

CLAUSE 77

For ascertaining the Bill of Lading quantity, Initial, Interim & Final draft survey at both ends is to be on Owners account and time used to be excluded from laytime, even if the vessel is already on demurrage.

CLAUSE 78

Owners confirm that Owners and vessel and vessel's crew are fully aware about the present outbreak of Corona Virus. Therefore, vessel and Owners to satisfy all load and discharge port terms & conditions including quarantine / COVID-19 waiting / restrictions. Any time loss and cost to be for ship / Owners account and any time lost in obtaining such permission(s) from the port authorities / port health authorities for entering the vessel in port territory or waters and / or berthing and / or sailing of the vessel after discharge etc., due to same shall not to count as laytime and / or time on demurrage, as the case be.

If longer time is taken by port for clearance and granting free pratique (FP), then NOR will be deemed to be tendered once FP is granted by port for discharge of cargo and laytime to be settled accordingly. Owner endeavor to obtain FP prior vessel by email confirmation from the PHO, therefore NOR to be tendered on arrival both end and time to count as per charter party. Anytime lost and cost involved for getting the necessary port health approvals i.e. for quarantine / COVID-19 formalities for both load and discharge port shall be entirely on owners account.

~~However, should the vessel be ordered to load / discharge in load/discharge ports and is unable to proceed to the berth on account of congestion, or as ordered by charterers or their agents, the vessel shall be permitted to present N.O.R. from the customary anchorage at common zone or wherever vessel is stopped by the port authorities. Then laytime to commence as per charter party WCCON/ WIFPON / WIPON / WIBON. Once berth becomes available, the time shifting from waiting place to berth is not to count as laytime or as time on demurrage.~~

CLAUSE 79

All negotiation and eventual fixture to be kept strictly P+C and not reported by any parties.

The Owners

The Charterers