

FIXTURE NOTE

IT IS ON THIS DAY 10 MAY 2024 MUTUALLY AGREED BETWEEN OWNERS M/S TRANSBULK OCEAN CARRIERS DMCC AND CHARTERERS M/S GENTRADE SHIPPING LLC FOR ROCK PHOSPHATE IN BULK UNDER THE FOLLOWING TERMS & CONDITION:-

MV "NEWSEAS JADE"

FLAG / PORT OF REGISTRY : PANAMANIAN / PANAMA

YEAR OF BUILT / PLACE : MAR 2005 / TSUNEISHI SHIPBUILDING CO., LTD., HIROSHIMA, JAPAN

DEADWEIGHT AT SUMMER/DRAFT : 52,409 MT / 12.024 M SALT WATER

LIGHT DRAFT : ABOUT FO.0 / A4.99 M

TPC : 55.5 MT

LOA / BEAM / DEPTH / LENGTH BP : 189.99 M / 32.26 M / 17.00 M / 182.87 M

CRANES / CAPACITY : 4 X 30 MT (HOOK) / 24MT (GRAB) (IHI) MAX OUTREACH: 7.87.M

GRABS / TYPE / CUBIC : 4 X 6 / 12 CBM

GRAIN / CAPACITY : 67,756.3 / ABOUT 65,600.6 CBM

ADA WOG

OWNER GUARANTEED:

- VESSEL IS TO BE ISM CERTIFIED (WITH STANDARD ISM CLAUSE TO APPLY)
- THE VESSEL'S HOLD / HATCHES ARE TO BE FULLY WATERTIGHT.
- THE VESSEL IS TO BE SUITABLE IN ALL RESPECT FOR THE CARRIES OF CHARTERER'S INTENDED CARGO (I.E. BULK ROCK PHOSPHATE)
- OWNERS CONFIRM VESSEL'S HV 4X30 CRANES SERVE ALL HOLD /HATCH
- THE MASTER AND KEY OFFICERS SPEAK AND UNDERSTAND ENGLISH.

- THE P&I CLUB IS TO BE A MEMBER OF THE INTERNATIONAL GROUP OF P&I CLUB AND THE VESSEL IS TO BE FULLY COVERED FOR P&I INSURANCE THROUGHOUT THE PERIOD OF THIS C/P.

- THE VESSEL IS TO BE CLASSED BY "LLOYDS 100A1" OR EQUIVALENT AND THE CLASS IS A MEMBER OF INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETY, AND THE VESSEL HAS NO OUTSTANDING RECOMMENDATIONS OR CONDITIONS FROM CLASS SOCIETY.

- OWNERS HEREBY GUARANTEE THAT VESSEL CAN LOAD FULL AND COMPLETE CARGO IN EACH HOLD ACCORDING THE LATEST SOLAS REGULATIONS AND IF CARGO TRIMMING REQUIRED TO BE ARRANGED BY SHIPPERS/CHARTERERS.

- OWNERS HEREBY GUARANTEE THAT VESSEL IS FULLY FITTED FOR NIGHT WORK AT ALL HOLDS SIMULTANEOUSLY.

- OWNER CONFIRM THAT VESSEL IS FREE OF BULKHEAD IN ANY HOLD/HATCHES AND SUITABLE FOR GRAB OPERATIONS.

- OWNERS HEREBY GUARANTEE THAT VESSEL IS SUITABLE FOR LOADING, CARRIAGE AND DISCHARGE OF THE INTENDED CARGO.

- OWNERS HEREBY GUARANTEE THAT VESSEL IS SUITABLE FOR THE PURPOSE OF HER CALL AT THE INTENDED PORTS AND HAS ALL CERTIFICATES VALID THROUGHOUT THE CURRENCY OF THIS VOYAGE.

- OWNERS HEREBY GUARANTEE THAT VESSEL SHALL NOT BE SOLD OR SOLD FOR SCRAP DURING THE CURRENCY OF THIS VOYAGE.



OWNERS HEREBY GUARANTEE THAT VESSEL SHALL NOT BE SOLD DURING THE

PERFORMANCE OF THIS VOYAGE WITHOUT CHARTERERS' WRITTEN CONSENT.

- OWNERS HEREBY GUARANTEE THAT VESSEL SHALL NOT CHANGE HER OWNERSHIP / NAME AND/OR CLASS/P&I CLUB WITHOUT CHARTERERS WRITTEN CONSENT / APPROVAL.

- OWNERS /VSL TO PROVIDE 16 MOORING ROPES AT DISCHARGE

-OWNERS CONFIRMED VSL IS SINGLE DECKR BULK CARRIER UPON FIXING OF MAIN TERMS OWNERS TO PROVIDE BY FAX FOLLOWING SHIP/OWNERS DOCUMENTS IN ORDER TO TAKE APPROVAL FROM THE SHIPPERS/RECEIVERS/UNDERWRITERS

- SHIP REGISTER CERTIFICATE -

- CLASS CERTIFICATE

- HNM INSURED -

- P&I CLUB CERTS

- CREW LIST

FOR

ACCOUNT: M/S GENTRADE SHIPPING LLC

1. QUANTITY: 44,000MT 10% MOLOO OWNERS OPTN ROCK PHOSPHATE IN BULK. (1-2GRADES) AS SOLE CARGO / NO PART CARGO ALLOWED.

QTY ALWAYS SAFAGA DRAFT WHICH OWNERS TO CHECK AND LOAD ACDNLY . NO DEADFRT APPLICABLE DUE TO DRAFT RESTICTION AT SAFAGA (RECON SAFAGA DRAFT 11.7 MTRS WOG)

2.LOADING PORT: 1SP 1-2SBA SAFAGA PORT

ALL MARINE/PORT DOCKAGE DUES / EXPENSES/COST AND SHIFTING TO THE BERTH TO BE ON OWNERS COST AND TIME EVEN IF VESSEL IS ON DEMURRAGE/

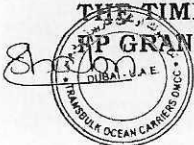
3. DISCH PORT: 1-2SB(S) 1SP HAZIRA ADANI JETTY OR DAHEJ ADANI JETTY OR KANDLA - (EXACT DISCHARGE PORT CHRTS TO DECLARE PRIOR VSL PASSING ADEN.)

OWNERS /VSL TO PROVIDE 16 MOORING ROPES AT DISCHARGE .PORT CHRTS TO BE DECLARED THE DISCHARGE PORT BEFORE VSL PASSING ADEN.

4. LOAD RATE:6,250.MT PWWD FSHEX EIU BASIS 5 HO/HA SERVED WITH 4 X30 TN CRANES + GRBS 4X12 CBM OTHERWISE PRO-RATA

AT LOAD PORT NOTICE OF READINESS TO BE TENDERED DURING OFFICIAL WORKING HOURS UPON VESSEL'S ARRIVAL IN PORT LIMITS CONFIRMING VESSEL RECEIVED FP AND OTHER PORT FORMALITIES STANDS COMPLETED (0900-1600 HOURS SUNDAY TO WEDNESDAY AND 0900 - 1200 HRS ON THURSDAY) AND LAY TIME WILL COUNT 0800 HRS FROM NEXT WORKING DAY AFTER TENDERING OF NOTICE OF READINESS. TIME SHALL NOT COUNT FROM 1200 HOURS ON THURSDAY OR A DAY PRECEDING TO LOCAL OR LEGAL HOLIDAY UNTIL 0800 HOURS SUNDAY OR FOLLOWING A LOCAL OR LEGAL HOLIDAY EVEN IF USED.

VESSEL TO STRICTLY COMPLY WITH ALL LOAD PORT GOVT REGULATIONS PREVALENT AT THE TIME OF ARRIVAL AT LOAD PORT WITH REGARD TO GRANTING OF FP AND THE FINAL FP GRANTED TIME AFTER INSPECTION BY PHO WOULD BE CONSIDERED AS FP GRANTED



TIME." . IF BERTH IS CONGESTED "NOR" WILL TENDER UPON ARRIVAL WITHIN THE PORT LIMIT WWW AND LAYTIME WILL COUNT ACCORDINGLY AS PER C/P BENDS

5. MASTER TO TENDER NOTICE OF READINESS (NOR) ONLY WHEN THE VESSEL IS READY IN ALL RESPECTS TO LOAD CARGO -WITH MASTER'S CONFIRMATION, FAILING WHICH ALL TIME / COST AND CONSEQUENCES TO BE ON OWNERS ACCOUNT. IF THE VESSEL FAILS IN HER HOLDS INSPECTION, LAYTIME SHOULDN'T COUNT FROM HOLD FAILURE UNTILL VESSEL PASS HOLD REINSPECTION.

6. DISCHARGE RATE :

12,000 MT PWWD SHEX EIU (SAT 1200 HRS - 1000 HRS MONDAY NOT TO COUNT EVEN IF USED) BASIS 5 HO/HA SERVED WITH WITH 4 X30 TN CRANES + GRBS 4X12 CBM OTHERWISE PRO-RATA. IF LESS THAN FOUR HATCHES/HOLDS/4X30T CRANES +4X12 CBM GRBS AVAILABLE AND ACCESSIBLE OR IN CASE OF NONE / UNDER-PERFORMANCE OF GEARS+GRBS , THEN OWNS TO HIRE SHORE CRANES AND GRBS ON THEIR TIME/ACCT

NOR TO BE TENDRED IN OFFICE HRS MONDAY TO FRIDAY Y 10:00- 17:00 LT AND SATURDAY 10:00-12:00 LT } AND TIME TO COUNT 12HRS TENDER OF NOTICE OF READINESS AT DISCHARGE

7. OWNERS TO CHECK THEMSELVES LOA/BEAM/DRAFT/AIR DRAFT AND OTHER RESTRICTION AT LOAD/DISCHARGE PORT.

8. DISCHARGE PORT :OWNERS TO ALLOW 12HRS TURNTIME AT DISPORT EIU.

9. THE MASTER / AGENT TO GIVE 10/7/5/3/2/1 DAYS & 12/6 HOURS NOTICE OF DEFINITE ETA AT DISCHARGE PORTS AND NOTICES AT LOADING PORT7/ 5/3/2/1 DAYS & 12/6 HOURS NOTICE OF DEFINITE ETA AT SAFAGA TO THE CHARTERER VIA RESPECTIVE AGENT AT LOAD.

10. LAYCAN :18-25 MAY 2024

11. FREIGHT RATE : FRT USD 23.30PMT FIOST 1/1.

(IF D/PORT IS DAHEJ ADANI ,WHATEVER THE ADDITIONAL PORT D/A OVER THE HAZIRA D/A TO BE ON CHARTERER ACCOUNT AND CHARTERER TO SETTLE SUCH ADDITIONAL D/A DIRECTLY TO AGENT)

CHRTS HAVE OPTN TO PAY THE FREIGHT FROM THEIR GROUP COMPANIES AS PER THEIR RESPECTIVE BL QUANTITIES. OWNERS TO RAISE INVOICE AND SIGNED THE C/P ACCORDINGLY.

BENEFICIARY: TRANSBULK OCEAN CARRIERS DMCC
UNIT NO: BA138, DMCC BUSINESS CENTRE, LEVEL NO 1
JEWELLERY & GEMPLEX, P.O BOX 123175, DUBAI,UAE
IBAN: AE340030011808345920001

BANK NAME: ABUDHABI COMMERCIAL BANK (ADCB)

BANK ADDRESS: BUSINESS BAY BRANCH - DUBAI

SWIFT CODE: ADCBAEAA

CORRESPONDING BANK: BANK OF AMERICA, N.A. NEWYORK

SWIFT CODE : BOFAUS3N



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12.-INCASE OF FREIGHT PAYMENT EFFECTED BY A THIRD PARTY OTHER THAN CHARTERERS , THE THIRD PARTY SHALL NOT BE LIABLE FOR ANY CLAIMS/EXCHANGE RATE ARISING OUT OF DISPUTE BETWEEN OWNERS AND CHARTERERS UNDER THIS CHARTER PARTY. THE DESPONENT OWS/PERFORMING OWS SHALL GIVE LETTER OF AUTHORITY TO FINANCER COMPANY/THIRD PARTY COMPANY CONFIRMING THEIR BANKING DETAILS FOR TRANSFERRING THE FREIGHT/DEAD FRT/DEMM.

13. 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 EVEN IF THE VESSEL IS ON DEMURRAGE.

14. FOR ASCERTAINING THE BL 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 AT LOAD AND DISPORT RESPECTIVELY.

15. LAYTIME NON REVERSIBLE

16. LOCAL/LEGAL/NATIONAL/ BIMCO 2024 CALENDAR HOLIDAYS AS CP HOLIDAYS .

17. FREIGHT PAYMENT: 98.50% FREIGHT/LESS COMM /LESS DEPT IF ANY LOAD PORT AND PLUS DEMM AT LOAD PORT TO BE PAID TO OWNERS NOMINATED BANK WITHIN 5 BANKING DAYS UPON COMPLETIONS OF LOADING / AFTER SIGNING / RELEASING BILLS OF LADING MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY". BALANCE 1.50 PERCENT FREIGHT TO BE PAID OWNERS NOMINATED ACCOUNT ALONG WITH DEMURRAGE/DESP SETTLEMENT WITHIN 10 DAYS AFTER COMPLETION OF DISCHARGING. IT IS CHRTS OPTN TO INSERT C/P DATE IN B/L OR NOT .

CHRTS HAVE OPTION TO PAY FREIGHT IN AED AT EXCHANGE RATE 1USD=3.67AED

18. FULL FREIGHT DEEMED EARNED UPON SIGNING / RELEASING OF BILLS OF LADING DISCOUNT LESS AND NON-RETURNABLE VESSEL AND/OR CARGO LOST OR NOT LOST.

19. IF THE CHRTS REQUIRED BILLS OF LADING MARKED " FREIGHT PREPAID" SAME TO RELEASE BY OWNERS AGAINST CONFIRMATION OF 98.5 PCT FRT PAYMENT RECEIVED IN OWNERS NOMINATED A/C.

20. ANY DUNNAGE/SEPARATION MATERIAL REQUIRED SAME TO BE FOR SHIPPERS/CHARTERER ACCOUNT.

21. ANY TAXES / DUES / WARFAGES ON CARGO TO BE FOR CHARTERER ACCOUNT.

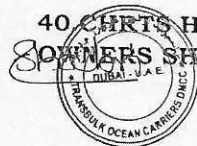
22. ANY TAXES / DUES ON VESSEL / FRT/ FLAG TO BE FOR OWNERS ACCOUNT.

23. DEMURRAGE : US\$ / 14500 PER DAY / HALF DESP BENDS

24. DEMURRAGE/ DESP IF ANY AT DISCHARGE PORT TO BE SETTLED WITHIN 10 WORKING DAYS AFTER PRESENTATION OF RELEVANT DOCUMENTS (STATEMENT OF FACTS, NOTICE OF READINESS, TIME SHEET, LAYTIME SHEET) RECEIVED BY THE OWNERS, SOF TO BE FULLY SIGNED/STAMP BY THE MASTER/AGENTS.



25. ANY EXTRA WAR RISK INSURANCE TO BE FOR OWNER ACCOUNT.
26. OTHEWISE C/P AS PER CLEAN GENCON 1994 .
27. CHRSTS HAVE THE OPTION TO TAKE SPLIT BILL(S) OF LADING FOR TOTAL QTY AND OWNERS SHALL REMAIN RESPONSIBLE FOR TOTAL QTY AND SAME TO BE CALCULATED BY JOINT DRAFT SURVEY BENDS.
28. FIXTURE RECAP TO BE CONSIDER AS PART OF CHARTERER PARTY
29. INCASE ORIGINAL BILLS OF LADING NOT AVAILABLE AT DISCHARGE PORT CHARTERERS HAVE OPTION BY THE OWENRS TO DISCHARGE / DELIVERY / RELEASE CARGO AGAINST CHARTS SINGLE/SIMPLE LETTER OF INDEMNITY AS PER OWERNS P&I CLUB WORDING WITHOUT ANY BANK ENDORSEMENT.
30. INCASE VSL DETAINED DUE TO ANY DEFICIENCIES THAN TIME/COST TO BE FOR OWN ACCT EVEN ACTUAL TIME USED NOT TO COUNT AS LAY TIME.
31. ANY EXTRA PORT COST OR SHIFTING COST DUE TO VSL'S GEAR OUT OF ORDER TO BE FOR OWNERS A/C AND TIME NOT TO COUNT
32. INCASE VSL FAIL TO PERFORM DISCHARGING BY SHIP CRANE AND GRBS , THAN TIME /COST OF HIRING SHORE CRANEAND GRBS TO BE FOR OWNERS A/C
33. ARB IN LONDON AND ENGLISH LAW TO BE APPLY
34. CHRSTS AGENTS BENDS .ALL PDA TO OWNER'S ACCOUNT. ANY / ALL DUES, DUTIES, TAXES, WHARFAGES AND OTHER CHARGES CUSTOMARILY LEVIED ON THE VESSEL / PSC / FLAG / CERTIFICATES / CREW TO BE ON OWNERS ACCOUNT BENDS.
35. ANY / ALL DUES, DUTIES, TAXES, WHARFAGES ON CARGO TO BE ON CHARTERERS ACCOUNT BENDS..
36. ALL SUBS LIFTED
37. COMM : 1.25% ADC +1.25% TO TRAMPLINE OF FREIGHT /DEADFREIGHT AND DEMMURAGE
38. OWNERS TO PROVIDE 440 VOLTS / 70 AMP POWER MAX OR AS PER THE POWER AVAILABLE ON BOARD AT EACH HOOK POINT TO RECEIVER'S STEVEDORES FOR DISCHARGE OF CARGO BY RECEIVER'S GRABS.
39. IN CASE OF ANY ACT OF GOD / ANY WEATHER CONDITION RELATED ISSUES , AFFECT VSL LOADING SUCH STOPAGES SHALL BE TREATED AS FORCE MAJEURE PROVIDED SUCH FORCE MAJEURE IS DECLARED BY THE CONCERNED PORT AUTHORITY WITH REQUIRED EVIDENCE. FURTHER TIME LOST DUE TO BAD WEATHER, PORT OR GOVT RESTRICTION AND VESSEL FAULT SHALL NOT COUNT AS TIME ON DEMURRAGE EVEN IF VSL ON DEMURRAGE.
40. CHRSTS HAVE THE OPTION TO TAKE SPLIT BILL(S) OF LADING FOR TOTAL QTY AND OWNERS SHALL REMAIN RESPONSIBLE FOR TOTAL QTY ONLY.



41. STEVEDORES DAMAGE TO BE SETTLED DIRECTLY BETWEEN OWNERS & STEVEDORES.

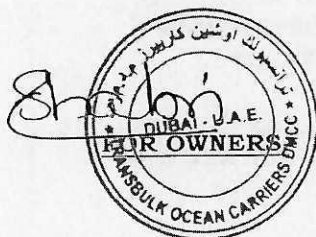
42. OWNER TO SUBSTITUTE THE SHIP IN CASE THE NAMED SHIP FAILS TO PERFORM DUE TO ANY REASON WITH SAME FRT AND TERMS.

43. OWNERS CONFIRM THAT OWNERS AND VESSEL AND VESSEL'S CREW ARE FULLY AWARE ABOUT THE RECENT OUTBREAK OF CORONA VIRUS. THEREFORE VESSEL AND OWNERS TO SATISFY ALL LOAD AND DISPORT 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.

44. OFAC CLAUSE:

PERFORMING VSL(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, 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.

45. ADDITIONAL + 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 SUB VESSEL SHALL BE PART OF THE NAVAL CONVOY. IN CASE ANY PIRACY ATTACK WHILE VSL CROSSING GULF OF ADEN ALL COSTS & TIME USED TO BE ENTIRELY ON OWNERS ACCOUNT.



FOR CHARTERERS