

MYBA CHARTER AGREEMENT

E-Contract N°2688054315181122-01

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NAME OF VESSEL: GRAND MAJESTIC

Type: USA DESIGNED MOTOR
YACHT

Port of Registry: GUAYAQUIL

Flag: ECUADOR

Length: 39m/127ft

This Date: 3 December 2018

and Place: LONDON

Between the Undersigned Parties it has been Agreed as Follows:

OWNER: CRUZ DEL SUR CRUSUR CIA LTDA - Legal Representative Antonio Saman C.

ADDRESS: URBE BIBLOS Km 2 1/2 VIA SAMBORONDON AVDA HERANO Y CALLE 7 Ma.

CHARTERER: NAPLES CHILDREN AND EDUCATION FOUNDATION

ADDRESS: C/O STERLING INTERNATIONAL GROUP PTE LTD, 230 ORCHARD ROAD, #10-230 FABER HOUSE, SINGAPORE

Broker: STERLING INTERNATIONAL GROUP PTE LTD, 230 ORCHARD ROAD, #10-230 FABER HOUSE, SINGAPORE

Stakeholder: GALAPAGOS LUXURY CHARTERS LLC, BELHORIZONTE MZ, 30 v 5, VIA LA COSTA, QUAYAQUIL - EC

CHARTER PARTICULARS

CHARTER PERIOD: From: 12:00 Hrs on 14 May 2020
To: 10:00 Hrs on 18 May 2020

PLACE OF DELIVERY: SAN CRISTOBAL, GALAPAGOS

PLACE OF RE-DELIVERY: SAN CRISTOBAL, GALAPAGOS

Cruising Area: GALAPAGOS ISLANDS AND WATERS

Maximum Number of Crew Sleeping (12) and Cruising (12) on Board

Crew Consisting of: CAPTAIN PLUS 8 CREW

CHARTER FEE: USD\$ 18,450 (FIFTY EIGHT THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS)

Plus: Advance Provisioning Allowance (A.P.A.) (see Clause 8): USD\$ 6,767.50 + USD\$ 19,945 FOR BESPOKE SERVICES

Delivery/Re-delivery Fees:

Security Deposit (see Clauses 16 & 17):

To be paid as follows:

FIRST INSTALMENT: USD\$ 29,225 (50% DEPOSIT ON CHARTER FEE) DUE UPON SIGNATURE OF THIS AGREEMENT

Due date: 8 December 2018

SECOND INSTALMENT: USD\$ 57,937.50 (50% BALANCE ON CHARTER FEE + APA + BESPOKE SERVICES)

Due date: 22 January 2020

To the following Broker's Clients Account and it shall be deemed paid only when cleared:

Sterling International Group Pte Ltd, United Overseas Bank Ltd

Orchard Branch, 230 Orchard Road, #10-230 Faber House, Singapore 238854

Swift Code: UOVBGSGC, Bank Code: 7375, Branch Code: 0168, Bank USD\$ Account Number: 380-943-391-7

Reference: GRAND MAJESTIC for onwards transfer to the Stakeholder

SIGNATURES

The OWNER and CHARTERER accept that Clauses 1-25 inclusive form part of this Agreement which consists of eight pages plus any Conditions on the following page or Addenda attached. Signed and legible facsimile copies of this Agreement shall be binding. This Agreement may be executed in two or more counterparts each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or any email delivery of a "pdf format data file" such signature shall create a valid and binding obligation upon the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature were an original thereof regardless of the jurisdiction in which the Agreement originates.

OWNER: *Antonio Saman C.* DATE: *12/12/18*
FOR AND ON BEHALF OF:

FULL NAME OF SIGNATORY:

STAKEHOLDER: *apugol*
FOR AND ON BEHALF OF:

DATE: 12/12/18

CHARTERER: *Naples Children and Education Foundation* DATE: *3.12.2018*
FOR AND ON BEHALF OF:

FULL NAME OF SIGNATORY: NAPLES CHILDREN AND
EDUCATION FOUNDATION

BROKER: *Sterling International Group Pte Ltd* DATE: 3.12.2018
FOR AND ON BEHALF OF: STERLING INTERNATIONAL
GROUP PTE LTD

*Check this is a genuine MYBA E-Contract using the serial number validator online at www.myba-econtract.com

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SPECIAL CONDITIONS:

SPECIAL CONDITIONS

1. Scanned and emailed copies of this agreement are binding.
2. The use of personal water sports gear is at the operator's sole risk and is only permitted in the designated areas by the Galapagos National Park administration.
3. Funds to be paid in full, inclusive of bank charges.
4. Crew gratuities are customary but at the charterer's discretion.
5. Any state, local and regional tax will be at the charterer's expense.
6. If the vessel is not in full running order by the time of this charter all funds will be refunded by the owner.
7. Itinerary may be subject to change by the GNP.
8. Cellular internet when available is included, all other communication costs are for the charterer's account.
9. The Broker and the client must be aware that the YACHT operates within the "GALAPAGOS NATIONAL PARK AND THE MARINE RESERVE AREA" and that all regulations must be followed during the charter according to the special law of the archipelago.
10. The Broker and the client understands that the YACHT is register under an Ecuadorian Flag, therefore any litigation, claim or legal action that shall arise, shall be construed in accordance with jurisdiction laws of the REPUBLIC of ECUADOR.
11. Included in the charter fee are:
 - a) Accommodations onboard
 - b) Use of all Yachts water sports gear
 - c) Airport assistance in Galapagos
 - d) All excursions approved by the GNP
 - e) Bilingual Guide
 - f) The Deluxe program which includes for your comfort and service English speaking private Staff that will be onboard.
 - + 2 exclusive group activities during 2 of the 3 days onboard (selection as provided)
12. Not included:
 - g) Round trip airfare to/from Galapagos
 - h) Charterer and guest food
 - i) Alcoholic beverages
 - j) \$100 Galapagos National Park entrance tax per person
 - k) \$20 Transit Card p/p
 - l) Personal expenses
 - M) Extra Expenses
 - N) Crew Gratuity

The OWNER and CHARTERER accept that Clauses 1-25 inclusive form part of this Agreement which consists of eight pages plus any Conditions shown above or Addenda attached. Signed and legible facsimile copies of this Agreement shall be binding.

PLEASE INITIAL : OWNER

CHARTERER

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