

1. Shipbroker		<b>BIMCO STANDARD BAREBOAT CHARTER CODE NAME: "BARECON 2001"</b>	
		 <b>PART I</b>	
2. Place and date Hamburg, 31 July 2018			
3. Owners/Place of business ( <a href="#">Cl. 1</a> ) Condor 221. Schiffahrts-GmbH & Co. KG MS "LOHENGRIN" Lindwurmstr. 88, 80337 München, Germany		4. Bareboat Charterers/Place of business ( <a href="#">Cl. 1</a> ) Lohengrin Shipping <del>Shipping</del> Company Limited <i>Ugo Un</i> 80 Broad Street, Monrovia, Liberia	
5. Vessel's name, call sign and flag ( <a href="#">Cl. 1</a> and <a href="#">3</a> ) <b>BG Rotterdam</b>  <b>Portugal (Madeira)</b>			
6. Type of Vessel <b>Container</b>		7. GT/NT <b>8,273 GT</b> <b>4,002 NT</b>	
8. When/Where built <b>2009</b> Berne, Detlef Hegemann Roland Werft GmbH & Co. KG		9. Total DWT (abt.) in metric tons on summer freeboard	
10. Classification Society ( <a href="#">Cl. 3</a> ) <b>RINA</b>		11. Date of last special survey by the Vessel's classification society <b>n/a</b>	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to <a href="#">Cl. 3</a> )			
13. Port or Place of delivery ( <a href="#">Cl. 3</a> ) <b>to be agreed</b>		14. Time for delivery ( <a href="#">Cl. 4</a> ) <b>1st August, 2018</b>	15. Cancelling date ( <a href="#">Cl. 5</a> ) <b>15th September, 2018</b>
16. Port or Place of redelivery ( <a href="#">Cl. 15</a> ) <b>to be agreed</b>		17. No. of months' validity of trading and class certificates upon redelivery ( <a href="#">Cl. 15</a> )	
18. Running days' notice if other than stated in <a href="#">Cl. 4</a>		19. Frequency of dry-docking ( <a href="#">Cl. 10(g)</a> )	
20. Trading limits ( <a href="#">Cl. 6</a> ) <b>world wide</b>			
21. Charter period ( <a href="#">Cl. 2</a> ) <b>24 month</b>		22. Charter hire ( <a href="#">Cl. 11</a> ) <b>to be agreed</b>	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to <a href="#">Box 29</a> ( <a href="#">Cl. 10(a)(ii)</a> ))			
24. Rate of interest payable acc. to <a href="#">Cl. 11(f)</a> and, if applicable, acc. to <b>PART IV</b>		25. Currency and method of payment ( <a href="#">Cl. 11</a> ) <b>to be agreed</b>	

26. Place of payment; also state beneficiary and bank account ( <a href="#">Cl. 11</a> )  account to be advised	27. Bank guarantee/bond (sum and place) ( <a href="#">Cl. 24</a> ) (optional)
28. Mortgage(s), if any (state whether <a href="#">12(a)</a> or <a href="#">(b)</a> applies; if <a href="#">12(b)</a> applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) ( <a href="#">Cl. 12</a> )  as per underlying registry	29. Insurance (hull and machinery and war risks) (state value acc. to <a href="#">Cl. 13(f)</a> or, if applicable, acc. to <a href="#">Cl. 14(k)</a> ) (also state if <a href="#">Cl. 14</a> applies)  for Owners account, value to be agreed; cl. 14 shall apply
30. Additional insurance cover, if any, for Owners' account limited to ( <a href="#">Cl. 13(b)</a> or, if applicable, <a href="#">Cl. 14(g)</a> )	31. Additional insurance cover, if any, for Charterers' account limited to ( <a href="#">Cl. 13(b)</a> or, if applicable, <a href="#">Cl. 14(g)</a> )
32. Latent defects (only to be filled in if period other than stated in <a href="#">Cl. 3</a> )	33. Brokerage commission and to whom payable ( <a href="#">Cl. 27</a> )
34. Grace period (state number of clear banking days) ( <a href="#">Cl. 28</a> )	35. Dispute Resolution (state <a href="#">30(a)</a> , <a href="#">30(b)</a> or <a href="#">30(c)</a> ; if <a href="#">30(c)</a> agreed Place of Arbitration must be stated ( <a href="#">Cl. 30</a> )  German Law; Hamburg with GMAA rules
36. War cancellation (indicate countries agreed) ( <a href="#">Cl. 26(f)</a> )	
37. Newbuilding Vessel (indicate with "yes" or "no" whether <a href="#">PART III</a> applies) (optional)  no	38. Name and place of Builders (only to be filled in if <a href="#">PART III</a> applies)
39. Vessel's Yard Building No. (only to be filled in if <a href="#">PART III</a> applies)	40. Date of Building Contract (only to be filled in if <a href="#">PART III</a> applies)
41. Liquidated damages and costs shall accrue to (state party acc. to <a href="#">Cl. 1</a> )  a) b) c)	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether <a href="#">PART IV</a> applies) (optional)  no	43. Bareboat Charter Registry (indicate with "yes" or "no" whether <a href="#">PART V</a> applies) (optional)  yes
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if <a href="#">PART V</a> applies)  Portugal (Madeira)	45. Country of the Underlying Registry (only to be filled in if <a href="#">PART V</a> applies)  Germany
46. Number of additional clauses covering special provisions, if agreed  one	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include [PART I](#) and [PART II](#). In the event of a conflict of conditions, the provisions of [PART I](#) shall prevail over those of [PART II](#) to the extent of such conflict but no further. It is further mutually agreed that [PART III](#) and/or [PART IV](#) and/or [PART V](#) shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If [PART III](#) and/or [PART IV](#) and/or [PART V](#) apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of [PART III](#) and/or [PART IV](#) and/or [PART V](#) to the extent of such conflict but no further.

Signature (Owners)   Condor 221, Schiffahrts-GmbH & Co. KG MS "LOHENGRIN" by: Attorney-in-Fact	Signature (Charterers)   Lohengrin Shipping Company Limited by: Attorney-in-Fact
---	---

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

<b>1. Definitions</b>	1	thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in <u>Box 15</u> for the purpose of this <u>Clause 5</u> .	73
In this Charter, the following terms shall have the meanings hereby assigned to them:	2	(c) Cancellation under this <u>Clause 5</u> shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.	83
"The Owners" shall mean the party identified in <u>Box 3</u> ;	3		84
"The Charterers" shall mean the party identified in <u>Box 4</u> ;	4		85
"The Vessel" shall mean the vessel named in <u>Box 5</u> and with particulars as stated in <u>Boxes 6 to 12</u> .	5		
"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in <u>Box 28</u> .	6		
<b>2. Charter Period</b>	7		
In consideration of the hire detailed in <u>Box 22</u> , the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in <u>Box 21</u> ("The Charter Period").	8		
<b>3. Delivery</b>	9		
(not applicable when Part III applies, as indicated in <u>Box 37</u> )	10		
(a) The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter.	11		
The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in <u>Box 13</u> in such ready safe berth as the Charterers may direct.	12		
(b) The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in <u>Box 5</u> and the requirements of the classification society stated in <u>Box 10</u> . The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in <u>Box 12</u> .	13		
(c) The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this <u>Clause 3</u> , and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in <u>Box 32</u> .	14		
<b>4. Time for Delivery</b>	15		
(not applicable when Part III applies, as indicated in <u>Box 37</u> )	16		
The Vessel shall not be delivered before the date indicated in <u>Box 14</u> without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in <u>Box 15</u> .	17		
Unless otherwise agreed in <u>Box 18</u> , the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.	18		
The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.	19		
<b>5. Cancelling</b>	20		
(not applicable when Part III applies, as indicated in <u>Box 37</u> )	21		
(a) Should the Vessel not be delivered latest by the cancelling date indicated in <u>Box 15</u> , the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in <u>Box 15</u> , failing which this Charter shall remain in full force and effect.	22		
(b) If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice	23		
<b>6. Trading Restrictions</b>	24		
The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in <u>Box 20</u> .	25		
The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.	26		
The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.	27		
Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.	28		
<b>7. Surveys on Delivery and Redelivery</b>	29		
(not applicable when Part III applies, as indicated in <u>Box 37</u> )	30		
The Owners and Charterers shall each appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of delivery and redelivery hereunder. The Owners shall bear all expenses of the On-hire Survey including loss of time, if any, and the Charterers shall bear all expenses of the Off-hire Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.	31		
<b>8. Inspection</b>	32		
The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:-	33		
(a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;	34		
(b) in dry-dock if the Charterers have not dry-docked her in accordance with <u>Clause 10(g)</u> . The costs and fees for such inspection or survey shall be paid by the Charterers; and	35		
(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.	36		
All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the	37		
	38		
	39		
	40		
	41		
	42		
	43		
	44		
	45		
	46		
	47		
	48		
	49		
	50		
	51		
	52		
	53		
	54		
	55		
	56		
	57		
	58		
	59		
	60		
	61		
	62		
	63		
	64		
	65		
	66		
	67		
	68		
	69		
	70		
	71		
	72		

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

Charter Period.	146	(b) <u>Operation of the Vessel</u> - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.	219
The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.	147	Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.	220
	148		221
	149		222
	150		223
	151		224
	152		225
<b>9. Inventories, Oil and Stores</b>	153		226
A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with the Owners on delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, unbroken provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.	154		227
	155		228
	156		229
	157		230
	158		231
	159		232
	160		233
	161		234
	162		235
	163		236
	164		237
	165		238
	166		239
	167		240
<b>10. Maintenance and Operation</b>	168		241
(a)(i) <u>Maintenance and Repairs</u> - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as provided for in <u>Clause 14(l)</u> , if applicable, at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in <u>Box 10</u> and maintain all other necessary certificates in force at all times.	169		242
	170		243
	171		244
	172		245
	173		246
	174		247
	175		248
	176		249
	177		250
	178		251
	179		252
	180		253
	181		254
	182		255
(ii) <u>New Class and Other Safety Requirements</u> - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation costing (excluding the Charterers' loss of time) more than the percentage stated in <u>Box 23</u> , or if <u>Box 23</u> is left blank, 5 per cent. of the Vessel's insurance value as stated in <u>Box 29</u> , then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in <u>Clause 30</u> .	183		256
	184		257
	185		258
	186		259
	187		260
	188		261
	189		262
	190		263
	191		264
	192		265
	193		266
	194		267
	195		268
	196		269
	197		270
	198		271
	199		272
	200		273
(iii) <u>Financial Security</u> - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.	201		274
	202		275
	203		276
	204		277
	205		278
	206		279
	207		280
	208		281
	209		282
	210		283
	211		284
	212		285
	213		286
	214		287
	215		
	216		
	217		
	218		
<b>11. Hire</b>			290
(a) The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter			291
			292

## PART II

### "BARECON 2001" Standard Bareboat Charter

in respect of which time shall be of the essence.	293
(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in <u>Box 22</u> which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.	294 295 296 297 298 299 300
(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in <u>Box 25</u> and at the place mentioned in <u>Box 26</u> .	301 302 303
(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.	304 305 306 307 308
(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.	309 310 311 312 313 314 315
(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in <u>Box 24</u> . If <u>Box 24</u> has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in <u>Box 25</u> , as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.	316 317 318 319 320 321 322
(g) Payment of interest due under <u>sub-clause 11(f)</u> shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.	323 324 325 326 327
<b>12. Mortgage</b> <i>(* only to apply if Box 28 has been appropriately filled in)</i>	328
(a) The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.	329 330 331 332 333
(* b) The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in <u>Box 28</u> and that they shall <b>not inform the Charterer forthwith about agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.</b>	334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350
(* c) <i>(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28.)</i>	351 352 353 354 355 356
<b>13. Insurance and Repairs</b>	357
(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing	358 359 360 361 362 363 364
approve, which approval shall not be unreasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.	365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380
The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.	381 382 383 384 385 386
All time used for repairs under the provisions of sub-clause 13(a) and for repairs of latent defects according to Clause 3(e) above, including any deviation, shall be for the Charterers' account.	387 388 389 390
(b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in <u>Box 30</u> and <u>Box 31</u> , respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.	391 392 393 394 395 396 397 398 399 400
(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.	401 402 403 404 405
(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.	406 407 408 409 410 411 412 413 414 415 416
(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.	417 418 419 420
(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in <u>Box 29</u> .	421 422 423 424
<b>14. Insurance, Repairs and Classification</b>	425
(Optional, only to apply if expressly agreed and stated in <u>Box 29</u> , in which event Clause 13 shall be considered deleted).	426 427 428
(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance.	429 430 431 432 433 434 435 436 437 438

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

Insurance policies shall cover the Owners and the Charterers according to their respective interests.	439 440	indicated in <u>Box 10</u> and maintain all other necessary certificates in force at all times.	512 513
(b) During the Charter Period the Vessel shall be kept insured by the <b>Charterers' Owners</b> at their expense against	441 442	<b>15. Redelivery</b>	514
Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security, <u>in accordance with sub-clause 10(a)(iii)</u> ) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.	443 444 445 446 447 448 449 450 451 452 453 454 455	At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in <u>Box 16</u> , in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.	515 516 517 518 519 520 521 522 523 524 525
(c) In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.	456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471	The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in <u>Box 22</u> plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.	526 527 528 529 530 531 532 533 534 535 536 537
(d) At the Owner's request, <del>t</del> The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of <u>sub-clause 14(a)</u> . The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.	472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511	Subject to the provisions of <u>Clause 10</u> , the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.	538 539 540 541 542
(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.	499 500 501 502 503 504 505 506 507 508 509 510 511	The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in <u>Box 17</u> .	543 544 545
(f) All time used for repairs under the provisions of <u>sub-clauses 14(d)</u> and <u>14(e)</u> and for repairs of latent defects according to <u>Clause 3</u> above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.	499 500 501 502 503 504 505 506 507 508 509 510 511	<b>16. Non-Lien</b>	546
The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.	499 500 501 502 503 504 505 506 507 508 509 510 511	The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:	547 548 549 550 551 552 553
(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in <u>Box 30</u> and <u>Box 31</u> , respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.	499 500 501 502 503 504 505 506 507 508 509 510 511	"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."	554 555 556 557 558 559
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under <u>sub-clause 14(a)</u> , all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.	499 500 501 502 503 504 505 506 507 508 509 510 511	<b>17. Indemnity</b>	560
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.	499 500 501 502 503 504 505 506 507 508 509 510 511	(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.	561 562 563 564 565 566 567 568 569 570 571
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.	499 500 501 502 503 504 505 506 507 508 509 510 511	Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.	572 573 574 575 576
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of <u>sub-clause 14(a)</u> , the value of the Vessel is the sum indicated in <u>Box 29</u> .	499 500 501 502 503 504 505 506 507 508 509 510 511	(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.	577 578 579 580 581
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society	499 500 501 502 503 504 505 506 507 508 509 510 511	In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under	582 583 584

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

this Charter) as a direct consequence of such arrest or detention.	585	may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.	655
<b>18. Lien</b>	586	(b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".	656
The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.	587		657
<b>19. Salvage</b>	588		658
All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.	589		659
<b>20. Wreck Removal</b>	590		660
In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.	591		661
<b>21. General Average</b>	592		662
The Owners shall not contribute to General Average.	593		663
<b>22. Assignment, Sub-Charter and Sale</b>	594		664
(a) The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.	595		665
(b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.	596		666
<b>23. Contracts of Carriage</b>	597		667
* (a) The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.	598		668
* (b) The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.	599		669
* ) Delete as applicable.	600		670
<b>24. Bank Guarantee</b>	601		671
(Optional, only to apply if <u>Box 27</u> filled in)	602		672
The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in <u>Box 27</u> as guarantee for full performance of their obligations under this Charter.	603		673
<b>25. Requisition/Acquisition</b>	604		674
(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it	605		675
	606		676
	607		677
<b>26. War</b>	608		678
(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	609		679
(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.	610		680
(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	611		681
(d) If the insurers of the war risks insurance, when <u>Clause 14</u> is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.	612		682
(e) The Charterers shall have the liberty:	613		683
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the	614		684
	615		685
	616		686
	617		687
	618		688
	619		689
	620		690
	621		691
	622		692
	623		693
	624		694
	625		695
	626		696
	627		697
	628		698
	629		699
	630		700
	631		701
	632		702
	633		703
	634		704
	635		705
	636		706
	637		707
	638		708
	639		709
	640		710
	641		711
	642		712
	643		713
	644		714
	645		715
	646		716
	647		717
	648		718
	649		719
	650		720
	651		721
	652		722
	653		723
	654		724
			725
			726
			727

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	729 730 731	(2) <a href="#">Clause 13(a)</a> (Insurance and Repairs) provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;	802 803 804 805 806 807 808 809
(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	732 733 734 735	(iii) the Charterers fail to rectify any failure to comply with the requirements of <a href="#">sub-clause 10(a)(i)</a> (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.	810 811 812 813 814 815 816 817
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.	736 737 738 739 740 741 742 743 744	<b>(b) Owners' Default</b> If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.	818 819 820 821 822 823 824 825
(f) In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in <a href="#">Box 36</a> , both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with <a href="#">Clause 15</a> , if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with <a href="#">Clause 11</a> and except as aforesaid all other provisions of this Charter shall apply until redelivery.	745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763	<b>(c) Loss of Vessel</b> This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.	826 827 828 829 830 831 832 833 834 835 836 837
<b>27. Commission</b> <i>The Owners to pay a commission at the rate indicated in <a href="#">Box 33</a> to the Brokers named in <a href="#">Box 33</a> on any hire paid under the Charter. If no rate is indicated in <a href="#">Box 33</a>, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.</i>	764 765 766 767 768 769 770 771 772 773 774 775 776 777	<b>(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.</b> <b>(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.</b>	838 839 840 841 842 843 844 845 846 847 848 849
<b>28. Termination</b> <b>(a) Charterers' Default</b> The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if: (i) the Charterers fail to pay hire in accordance with <a href="#">Clause 11</a> . However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in <a href="#">Box 34</a> (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in <a href="#">Box 34</a> of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice; (ii) the Charterers fail to comply with the requirements of: (1) <a href="#">Clause 6</a> (Trading Restrictions)	778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801	<b>29. Repossession</b> In the event of the termination of this Charter in accordance with the applicable provisions of <a href="#">Clause 28</a> , the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this <a href="#">Clause 29</a> , the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.	850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869
<b>30. Dispute Resolution</b> <i>* This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration</i>	<i>870 871 872 873 874</i>		

**PART II**  
**"BARECON 2001" Standard Bareboat Charter**

Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	875	by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	950
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceed- ings are commenced.	876	951	
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	877	952	
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	878	953	
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	879	954	
* (b) This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	880	955	
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	881	956	
* (c) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	882	957	
(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.	883	958	
In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-	884	959	
(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	885	960	
(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly	886	961	
	887	962	
	888	963	
	889	964	
	890	965	
	891	966	
	892	967	
	893	968	
	894	969	
	895	970	
	896	971	
	897	972	
	898	973	
	899	974	
	900	975	
	901	976	
	902	977	
	903	978	
	904	979	
	905	980	
	906	981	
	907	982	
	908	983	
	909	984	
	910	985	
	911	986	
	912		
	913	87932	
	914	88933	
	915	89934	
	916	90935	
	917	91936	
	918	92937	
	919	93938	
	920		
	921		
	922		
	923		
	924		
	925		
	926		
	927		
	928		
	929		
	930		
	931		
	932		
	933		
	934		
	935		
	936		
	937		
	938		
	939		
	940		
	941		
	942		
	943		
	944		
	945		
	946		
	947		
	948		
	949		

**PART III  
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY**

**OPTIONAL  
PART**

(Optional, only to apply if expressly agreed and stated in Box 37)

<b>1. Specifications and Building Contract</b>	1	and upon and after such acceptance, subject to Clause 69
(a) The Vessel shall be constructed in accordance with 2 70	the Building Contract (hereafter called "the Building 71	
Contract") as annexed to this Charter, made between the 72	Builders and the Owners and in accordance with the 73	
specifications and plans annexed thereto, such Building 74	Contract, specifications and plans having been counter- 75	
signed as approved by the Charterers.	76	(b) If for any reason other than a default by the Owners 77
(b) No change shall be made in the Building Contract or 78	under that Contract not to deliver the Vessel to the Owners, 79	
in the specifications or plans of the Vessel as approved by 80	the Owners shall upon giving to the Charterers written 81	
the Charterers as aforesaid, without the Charterers' 82	notice of Builders becoming so entitled, be excused from 83	
consent.	84	(c) If for any reason the Owners become entitled under 85
(c) The Charterers shall have the right to send their 86	the Building Contract to reject the Vessel the Owners shall, 87	
representative to the Builders' Yard to inspect the Vessel 88	before exercising such right of rejection, consult the 89	
during the course of her construction to satisfy themselves 90	Charterers and thereupon	
that construction is in accordance with such approved 91	(i) if the Charterers do not wish to take delivery of the Vessel 92	
specifications and plans as referred to under sub-clause 93	they shall inform the Owners within seven (7) running days 94	
(a) of this Clause.	by notice in writing and upon receipt by the Owners of such 95	
(d) The Vessel shall be built in accordance with the 96	notice this Charter shall cease to have effect; or	
Building Contract and shall be of the description set out 97	(ii) if the Charterers wish to take delivery of the Vessel 98	
therein. Subject to the provisions of sub-clause 2(c)(ii) 99	they may by notice in writing within seven (7) running days 100	
hereunder, the Charterers shall be bound to accept the 101	require the Owners to negotiate with the Builders as to the 102	
Vessel from the Owners, completed and constructed in 103	terms on which delivery should be taken and/or refrain from 104	
accordance with the Building Contract, on the date of 105	exercising their right to rejection and upon receipt of such 106	
delivery by the Builders. The Charterers undertake that 107	notice the Owners shall commence such negotiations and/or 108	
having accepted the Vessel they will not thereafter raise 109	take delivery of the Vessel from the Builders and deliver 110	
any claims against the Owners in respect of the Vessel's 111	her to the Charterers;	
performance or specification or defects, if any.	(iii) in no circumstances shall the Charterers be entitled to 112	
Nevertheless, in respect of any repairs, replacements or 113	reject the Vessel unless the Owners are able to reject the 114	
defects which appear within the first 12 months from 115	Vessel from the Builders;	
delivery by the Builders, the Owners shall endeavour to 116	(iv) if this Charter terminates under sub-clause (b) or (c) of 117	
compel the Builders to repair, replace or remedy any defects 118	this Clause, the Owners shall thereafter not be liable to the 119	
or to recover from the Builders any expenditure incurred in 120	Charterers for any claim under or arising out of this Charter 121	
carrying out such repairs, replacements or remedies.	or its termination.	
However, the Owners' liability to the Charterers shall be 122	(d) Any liquidated damages for delay in delivery under the 123	
limited to the extent the Owners have a valid claim against 124	Building Contract and any costs incurred in pursuing a claim 125	
the Builders under the guarantee clause of the Building 126	therefor shall accrue to the account of the party stated in 127	
Contract (a copy whereof has been supplied to the 128	Box 41(c) or if not filled in shall be shared equally between 129	
Charterers). The Charterers shall be bound to accept such 130	the parties.	
sums as the Owners are reasonably able to recover under 131		
this Clause and shall make no further claim on the Owners 132		
for the difference between the amount(s) so recovered and 133		
the actual expenditure on repairs, replacement or 111		
remedying defects or for any loss of time incurred.		
Any liquidated damages for physical defects or deficiencies 112		
shall accrue to the account of the party stated in Box 41(a) 113		
or if not filled in shall be shared equally between the parties.	114	
The costs of pursuing a claim or claims against the Builders 115		
under this Clause (including any liability to the Builders) 116		
shall be borne by the party stated in Box 41(b) or if not 117		
filled in shall be shared equally between the parties.		
<b>2. Time and Place of Delivery</b>	51	
(a) Subject to the Vessel having completed her 52		
acceptance trials including trials of cargo equipment in 53		
accordance with the Building Contract and specifications 54		
to the satisfaction of the Charterers, the Owners shall give 55		
and the Charterers shall take delivery of the Vessel afloat 56		
when ready for delivery and properly documented at the 57		
Builders' Yard or some other safe and readily accessible 58		
deck, wharf or place as may be agreed between the parties 59		
hereto and the Builders. Under the Building Contract the 60		
Builders have estimated that the Vessel will be ready for 61		
delivery to the Owners as therein provided but the delivery 62		
date for the purpose of this Charter shall be the date when 63		
the Vessel is in fact ready for delivery by the Builders after 64		
completion of trials whether that be before or after as 65		
indicated in the Building Contract. The Charterers shall not 66		
be entitled to refuse acceptance of delivery of the Vessel 67		
	68	
<b>3. Guarantee Works</b>		111
If not otherwise agreed, the Owners authorise the 112		
Charterers to arrange for the guarantee works to be 113		
performed in accordance with the building contract terms, 114		
and hire to continue during the period of guarantee works.	115	
The Charterers have to advise the Owners about the 116		
performance to the extent the Owners may request.	117	
<b>4. Name of Vessel</b>		118
The name of the Vessel shall be mutually agreed between 119		
the Owners and the Charterers and the Vessel shall be 120		
painted in the colours, display the funnel insignia and fly 121		
the house flag as required by the Charterers.	122	
<b>5. Survey on Redelivery</b>		123
The Owners and the Charterers shall appoint surveyors 124		
for the purpose of determining and agreeing in writing the 125		
condition of the Vessel at the time of re-delivery.	126	
Without prejudice to Clause 15 (Part II), the Charterers 127		
shall bear all survey expenses and all other costs, if any, 128		
including the cost of docking and undocking, if required, 129		
as well as all repair costs incurred. The Charterers shall 130		
also bear all loss of time spent in connection with any 131		
decking and undocking as well as repairs, which shall be 132		
paid at the rate of hire per day or pro rata.	133	

# "BARECON 2001" Standard Bareboat Charter

## PART IV HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

OPTIONAL  
PART

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

*In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.*

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.  
The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.  
The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.  
The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.  
The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_

**PART V****PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY**

(Optional, only to apply if expressly agreed and stated in Box 43)

**1. Definitions**

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

**2. Mortgage**

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

**3. Termination of Charter by Default**

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.  
 In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

## **Additional Clauses**

### **1. Termination of the Contract in Case of Sale**

- a. In case of the sale of the Vessel each Party shall have the right to terminate this Contract by giving written notice to this effect to the other party.
- b. The Parties waive any rights to damages or otherwise arising from the termination of the Contract.