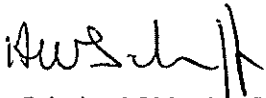



CREW MANAGEMENT AGREEMENT

<p>1. Date of Agreement</p> <p style="text-align: center;">14 December 2016</p>	
<p>2. Owners (state name, place of registered office and law of registry) (Cl. 1)</p> <hr/> <p>Name Grindrod Shipping Pte. Ltd.</p> <hr/> <p>Place of registered office Singapore</p> <hr/> <p>Law of Registry Singapore</p>	<p>3. Crew Managers (state name, place of registered office and law of registry) (Cl. 1)</p> <hr/> <p>Name Wealth Shipping Limited</p> <hr/> <p>Place of registered office Monrovia</p> <hr/> <p>Law of Registry Liberia</p>
<p>4. Day and year of commencement of Agreement (Cl. 2, 7.2(i), 8.1 and 17)</p> <p style="text-align: center;">The day when 1st batch crew dispatched</p>	<p>5. Day and year of termination of Agreement (Cl. 17)</p> <p style="text-align: center;">As per Cause 17</p>
<p>6. Accounting Services (state "yes" or "no" as agreed) (Cl. 3.2)</p> <p style="text-align: center;">No</p>	<p>7. Flag of the Vessel (Cl. 3.1(ii) and 6.5)</p> <p style="text-align: center;">As per Annex A</p>
<p>8. Insurance arrangements (state alternative (a), (b) or (c) of Cl. 6.8 (iii))</p> <p style="text-align: center;">(b)</p>	
<p>9. Crew Management Fee (state monthly fee) (Cl. 7.1)</p> <p style="text-align: center;">US\$3,000 per month</p>	<p>10. Lay up or extensive repairs (Cl. 7.4)</p> <p style="text-align: center;">As per CBA</p> <hr/> <p style="font-size: small;">Number of months lay up or extensive repairs in excess of which revision of fee and re-manning to be agreed</p>
<p>11. Termination (state number of months fee/Crew Support Costs payable) (Cl. 18.6)</p> <p style="text-align: center;">Two (2) months</p>	<p>12. Law and Arbitration (Cl. 19)</p> <p style="text-align: center;">See Clause 19.1</p>
<p>13. Notices to the Owners) (Cl. 20)</p> <p>Grindrod Shipping Pte. Ltd. 2000 Cantonment Rd., #03-01 Southpoint, Singapore 089763 Tel: +65-6632-0048 E-Mail: technical@grindrodshipman.com</p>	<p>14. Notices to the Crew Managers) (Cl. 20)</p> <p>Wealth Shipping Limited C/O Dalisay Shipping Corporation 9F, Salustiana D. Ty Tower, #104 Paseo de Roxas cor. Perea St. Legaspi Village Makati, 1229 Philippines Tel : +63-2-894-2945 E-Mail : crewing.dalisay@dsp.net.ph</p>
<p>Signature(s) (Owners)</p> <p style="text-align: center;"></p> <p>for Grindrod Shipping Pte. Ltd. Mr. Hugh William Scheffer</p>	<p>Signature(s) (Crew Managers)</p> <p style="text-align: center;"></p> <p>for Wealth Shipping Limited Ms. Yam Ping / Director</p>

ANNEX "A" TO CREW MANAGEMENT AGREEMENT DATED 14 DECEMBER 2016

Date of Agreement:

Name of Vessel(s): M/V IVS Swinley Forest

Particulars of Vessel(s):

IMO Number	: 9736080
Type	: Bulk Carrier
Class	: Class NK
Flag	: Singapore
Deadweight	: 60,492mt
Gross/Net Tonnage	: 34,157mt / 20,042mt
Length (Overall)	: 199.99m
Breadth (Mould)	: 32.291m
Depth (Mould)	: 18.38m
Year Built	: 2017
Yard Built	: Sanoyas Shipbuilding Corporation

ANNEX "B" TO CREW MANAGEMENT AGREEMENT DATED 14 DECEMBER 2016

Date of Agreement:

Name of Vessel: M/V IVS Swinley Forest

Details of Crew:

Vessel will be manned by seven (7) Philippines officers and eleven (11) Philippines ratings.

The Owner shall arrange Collective Bargain Agreement (CBA) with Singapore Maritime Officers' Union (SMOU) and Singapore Organisation Seaman (SOS).

Numbers	Rank	Nationality
1	Chief Officer	Philippines
1	2 nd Officer	Philippines
1	3 rd Officer	Philippines
1	Chief Engineer	Philippines
1	2 nd Engineer	Philippines
1	3 rd Engineer	Philippines
1	4 th Engineer	Philippines
1	Bosun	Philippines
3	Able Seamen	Philippines
2	Ordinary Seamen	Philippines
2	Oiler	Philippines
1	Wiper	Philippines
1	Chief Cook	Philippines
1	Messman	Philippines

Total Crew Complement: 18

Note: Number, Rank and Nationality may be varied upon the Owners request.

DETAILS OF BUDEGET OF CREW MANAGEMENT FOR 2017

M/V IVS Swinley Forrest - Singapore Flag - World Wide Trading

18 Filipino Crew

13-Dec-16

<Breakdown of Monthly Budget>

SALARY SCALE		POSITION	TOTAL
1	MSTR	-	
2	C/O	\$6,800	
3	2/O	\$2,957	
4	3/O	\$2,849	
5	BSN	\$1,600	
6	A/B	\$1,187	
7	A/B	\$1,187	
8	A/B	\$1,187	
9	O/S	\$879	
10	O/S	\$879	
11	C/E	\$8,000	
12	2/E	\$7,000	
13	3/E	\$2,957	
14	4/E	\$2,849	
15	OILER	\$1,187	
16	OILER	\$1,187	
17	WIPER	\$879	
18	C/CK	\$1,600	
19	M/M	\$879	
TOTAL			\$46,063

AA: SALARY SCALE	US\$46,063
BB: OTHER COMPENSATIONS (GMDSS Allowance, Government Contribution, Overlap of Salary and so on)	US\$2,706
CC: MONTHLY FIXED FEES AND EXPENSES	
Crew Management Fee	US\$3,000
Communication Cost	US\$500
Crew Training Fee	US\$2,000
Crew Recreation Expenses	US\$100
DD: CREW REPLACEMENT EXPENSES AND OTHERS (Crew Medical, Safety Shoes, Visa Arrangement Fee, POEA Processing Fee and so on)	US\$1,731
EE: MISCELLANEOUS EXPENSES	\$500
Monthly Budget Total (Lumsum Base): AA+BB+CC+DD+EE	US\$56,600
Annual Budget for Airfare and Agency Charges for Crew Replacement (Actual Basis)	US\$84,000
2017 Annual Budget:	US\$763,200

The following expenses will not be covered by this proposal;

- a. Replacement Expenses at Initial (all crew embarkation) & Final (all crew disembarkation).
- b. Expenses of Repatriation/Medical Trouble of onboarding crew;
- c. Expenses of B&W ME Engine Training for Engine Officers

1. Definitions

In this Agreement, save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.

"Owners" means the party identified in Box 2.

"Crew Managers" means the party identified in Box 3.

"Vessel" means the vessel or vessels, details of which are set out in Annex "A" attached hereto.

"Crew" means the Master, officers and ratings of the numbers, rank and nationality specified in Annex "B" attached hereto.

"Connected Person" means any person connected with the provision and the performance of the Crew Management Services.

"Crew Management Services" means the services agreed to be carried out by the Crew Managers in accordance with sub-clause 3.1 and where indicated affirmatively in Box 6, sub-clause 3.2.

"Severance Costs" means the costs which the Crew Managers are legally obliged to pay to the Crew as a result of the early termination of a fixed term employment contract for service on the Vessel.

"Crew Support Costs" means all expenses of a general nature which are not particularly referable to any individual vessel for the time being managed by the Crew Managers and which are incurred by the Crew Managers for the purpose of providing an efficient and economic Crew Management Service and, without prejudice to the generality of the foregoing, shall include the cost of crew standby pay, training schemes for officers and ratings, cadet training schemes, sick pay, study pay, recruitment and interviews.

"ISM Code" means the International Management Code for the Safe Operation of Ships and for Pollution Prevention as adopted by the International Maritime Organization (IMO) by resolution A.741 (18) or any subsequent amendment thereto.

"Company" means the Owner of the Vessel or any organization or person who has assumed the responsibility for the operation of the vessel from the Owner and who, on assuming such responsibility, has agreed to take over all duties and responsibilities imposed by the ISM Code.

"**STCW 95**" means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 or any subsequent amendment thereto.

2. Appointment of Crew Managers

With effect from the day and year stated in Box 4 and continuing unless and until terminated as provided herein, the Owners hereby appoint the Crew Managers and the Crew Managers hereby agree to act as the crew managers of the Vessel.

3. Basis of Agreement

Subject to the terms and conditions herein provided, during the period of this Agreement, the Crew Managers shall carry out Crew Management Services in respect of the Vessel as agents for and on behalf of the Owners. The Crew Managers shall have authority to take such actions as they may from time to time in their absolute discretion consider to be necessary to enable them to perform this Agreement in accordance with sound crew management practice.

3.1 Crew Management

The Crew Managers shall provide suitably qualified Crew for the Vessel as required by the Owners in accordance with both the STCW 95 Requirements including any amendments and Flag Regulation, provision of which includes but is not limited to the following functions:

- (i) Selecting and engaging the Vessel's Crew, including payroll arrangements, pension administration, Crew's tax, social security contributions and other dues payable in the seafarer's country of domicile.
Final selection the Vessel's Crew is subject to the Owner's approval;
- (ii) Ensuring that the applicable requirements of the law of the flag of the Vessel stated in Box 7 are satisfied in respect of manning levels, rank, qualification and certification of the Crew and employment regulations including disciplinary and other requirements including the Owner's Certification Matrix (Dry Fleet) Officers;
- (iii) Ensuring that all members of the Crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of valid medical certificates issued in accordance with appropriate flag State requirements. In the absence of applicable flag State requirements the medical certificate shall be dated not more than three months prior to the respective Crew members leaving their country of domicile and maintained for the duration of their service on board the Vessel;
- (iv) Ensuring that the Crew shall have command of the English language of a sufficient standard to enable them to perform their duties safely;
- (v) Instructing the Crew to obey all reasonable orders of the Owners and/or the Company, including, but not limited to orders in connection with safety and navigation, avoidance of pollution and protection of the environment;
- (vi) Ensuring that no Connected Person shall proceed to sea on board the Vessel without the prior consent of the Owners (such consent not to be unreasonably withheld)
- (vii) arranging transportation of the Crew, including repatriation;
- (viii) training the Crew and supervising their efficiency
Onboard training the Crew will be done by the Owner.
- (ix) operating the Owners' drug and alcohol policy, unless otherwise agreed.

3.2 Accounting Services

The Crew Managers shall;

- (i) Establish an accounting system which meets the requirements of the Owners and provide regular accounting services, supply regular reports and records; and
- (ii) Maintain the records of all costs and expenditure incurred as well as data necessary or proper for the settlement of accounts between parties.

4. Crew Insurance Arrangements

Subject to the terms and conditions herein provided, the Owners shall, unless otherwise agreed;

- 4.1 insure the Crew and any Connected Persons proceeding to sea on board for crew risks, which shall include but not be limited to death, sickness, repatriation, injury, shipwreck unemployment indemnity and loss of personal effects, with a first class insurance company. Underwriter or protection and indemnity association ("The Crew Insurances");
- 4.2 ensure that all premiums or calls in respect of the Crew Insurances are paid promptly by their due date;
- 4.3 ensure that Crew Insurances shall name the Crew Managers as co-assured (unless advised by the Crew Managers to the contrary); and
- 4.4 provide evidence that they have complied with their obligations under sub-clauses 4.1, 4.2 and 4.3 within a reasonable time following the commencement of this Agreement and after each renewal date or payment date of the Crew Insurances, to the reasonable satisfaction of the Crew Managers.

5. Crew Managers' Obligations

The Crew Managers undertake to use their best endeavors to provide the agreed Crew Management Services specified in this Agreement to the Owners in accordance with sound crew management practice, and to protect and promote the interests of the Owners in all matters relating to the provision of services hereunder.

Provided, however, that the Crew Managers in the performance of their management responsibilities under this Agreement shall be entitled to have regard to their overall responsibility in relation to all vessels as may from time to time be entrusted to their management and in particular, but without prejudice to the generality of the foregoing, the Crew Managers shall be entitled to allocate available manpower in such manner as in the prevailing circumstances the Crew Managers in their absolute discretion consider to be fair and reasonable.

6. Owners' Obligations

The Owners' shall:

- 6.1 pay all sums due to the Crew Managers punctually in accordance with the terms of this Agreement;
- 6.2 procure that the requirements of the law of the Vessel's flag State are satisfied and that they, or such other entity as may be appointed by them, are identified to the Crew Managers as the Company.
- 6.3 inform the Crew Managers prior to ordering the Vessel to any area excluded by war risks underwriters by virtue of the current London market war risks trading warranties and/or the applicable CBA and pay whatever additional costs may properly be incurred by the Crew Managers as a consequence of such orders including, if necessary, the costs of replacing the Crew. Any delays resulting from the negotiation with or replacement of the Crew as a result of the Vessel being ordered to a war zone shall be for the Owners' account;
- 6.4 agree with the Crew Managers prior to any change of flag of the Vessel and pay whatever additional costs may properly be incurred by the Crew Managers as a consequence of such change;
- 6.5 provide, at no cost to the Crew Managers, in accordance with the requirements of the law of the flag of the Vessel stated in Box 7, or higher standard, as mutually agreed, adequate Crew accommodation and living standards;
- 6.6 unless otherwise agreed, arrange for the supply of provisions, at their own expenses;
- 6.7 where the Crew Managers provide provisions, reimburse the Crew Managers for any food consumed on board other than by the Crew or any Connected Person and compensate the Crew Managers or provide replacement for any losses of foodstuffs caused exclusively by the breakdown of the refrigeration plan and machinery; and
- 6.8 procure that throughout the period of this Agreement:
 - (i) at the Owners' expense, the Vessel is insured for not less than her sound market value or entered for her full gross tonnage, as the case may be, for;
 - (a) usual hull and machinery marine risks (including crew negligence) and excess liabilities;
 - (b) protection and indemnity risks, including pollution risks, and diversion expenses and also including crew risks in accordance with sub-clause 4.1, unless separately insured by the Crew Managers; and

(c) war risks (including protections and indemnity and crew risks);

in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with first class insurance companies, underwriters or associations ('the Owners' Insurance)

(ii) all premiums and calls on the Owners' Insurance are paid promptly by their due date;

(iii) the Owners' Insurance name the Crew Managers and, subject to underwriters' agreement, any third party designated by the Crew Managers as a joint assured, with full cover, with the Owners obtaining cover in respect of each of the insurances specified in sub-clause 6.8 (i) above;

(a) on terms whereby the Crew Managers and any such third party are liable in respect of premiums or calls arising in connection with the Owners' Insurance; or

(b) if reasonably obtainable, on terms such that neither the Crew Managers nor any such third party shall be under any liability in respect of premiums or calls arising in connection with the Owners' Insurance; or

(c) on such terms as may be agreed in writing.

Note: indicate alternative (a), (b) or (c) of sub-clause 6.8(iii) in Box 8. If Box 8 is left blank then (a) applies.

(iv) written evidence is provided, to the reasonable satisfaction of the Crew Managers, of their compliance with their obligations under this Clause within a reasonable time of the commencement of the Agreement, and of each renewal date and, if specifically requested, of each payment date of the Owner's Insurances.

7. Crew Management Fee

7.1 The Owners shall pay the Crew Managers for their services as Crew Managers under this Agreement a monthly fee in the amount stated in Box 9 which shall be payable in advance, the first monthly fee being payable on the commencement of this Agreement,

7.2 (i) The fee shall be renegotiated annually. Before the end of the December the Crew Managers shall submit to the Owners a proposed fee figures to be applicable for the forthcoming year.

(ii) The Owners shall indicate to the Crew Managers their acceptance or rejection of the proposed revised fee within one month or presentation, failing which the Crew Managers shall be entitled to assume that the Owners have accepted the said fee.

7.3 The Crew Managers shall, at no extra costs to the Owners, provide their own office accommodation, office staff, facilities and stationery. The Owner shall reimburse the Crew Managers for postage and communication expenses, travelling expenses, and other out of pocket expenses properly incurred by the Crew Managers in the pursuance of the Crew Management Services.

- 7.4 In the event of lay up or extensive repairs to the Vessel that last for more than the number of months stated in Box 10, the parties shall mutually agree the extent of down-manning required, together with the revisions of the fee and re-manning arrangements for the period exceeding the number of months stated in Box 10 until one month before the Vessel is again put into service. Consequential costs of reduction and reinstatement of the Crew shall be for the Owners' account. In the event that the parties cannot agree, the Agreement shall be terminated in accordance with Clause 14

8. Budgets and Management of Funds

- 8.1 The Crew Managers shall present to the Owners annually a budget for the following twelve months in such form as the Owners require. The budget for the first year hereof is set out in Annex "C" hereto. Subsequent annual budgets shall be prepared by the Crew Managers and submitted to the Owners by the end of December.
- 8.2 The Owners shall indicate to the Crew Managers their acceptance and approval of the annual budget within one month of presentation and in the absence of any such indication the Crew Managers shall be entitled to assume that the Owners have accepted the proposed budget.
- 8.3 Following the agreement of the budget, the Crew Managers shall prepare and present to the Owners their estimate of the Crew Costs and the Crew Managers shall each month update this estimate. Based thereon, the Crew Managers shall each month request the Owners in writing for the funds required to crew the Vessel for the ensuring month. Such funds shall be received by the Crew Managers within ten running days after the receipt by the Owners of the Crew Managers' written request and shall be held to the credit of the Owners in a separate bank account.
- 8.4 The Crew Managers shall produce a monthly comparison between budgeted and actual income and expenditure of the Vessel in such form as required by the Owners.
- 8.5 Unless otherwise agreed, all discounts and commissions obtained by the Crew Managers in the course of the Crew Management of the Vessel shall be credited to the Owners.
- 8.6 Notwithstanding anything contained herein, the Crew Managers shall in no circumstances be required to use or commit their own funds to finance the provision of the Crew Management Services.

9. Trading Restrictions

- 9.1 The vessel shall be employed in lawful trades between safe ports and places with Institute of Warranty Limit (IWL). In case vessel is nominated to trade between ports and areas outside Institute of Warranty Limit (IWL), the Owners shall inform the Crew managers as soon as practical. The Owners shall arrange with vessel's Underwriters to ensure that the vessel and crew remains insured throughout this period.

- 9.2 The Owners shall inform the Crew Managers prior to ordering the Vessel to transit the IBF High Risk Area and it will be updated time to time.
The Owners agreed to take the following countermeasures;
- a. To arrange Naval vessel escort / convoy
 - b. To use UKMTO Transit Corridor if transit of the Gulf of Aden
 - c. To follow KNR Policy
 - d. To pay Special Bonus based on applicable CBA
- 9.3 The Crew Managers will make all the efforts to convince the unwilling crew to transit the IBF High Risk Area.
In case Crew managers fail in this effort, then the unwilling crew will have be replaced at the earliest convenience before transit the IBF High Risk Area at the Owners account.
In spite of their best efforts if the Crew Managers fail to get replacement crew in time, then the Owners shall not hold the Crew Managers responsible and free the Crew Managers from any costs arising from such delays resulting from the negotiations with the crew and/or replacement of the Crew as a result of the Vessel being ordered to transit the IBF High Risk Area.

10. Replacement

The Owners shall have the right to require the replacement, at their own expense, at the next reasonable opportunity, of any member of the Crew found on reasonable grounds to be unsuitable for service. If the Crew Managers have failed to fulfill their obligations in providing suitably qualified Crew within the meaning of sub-clause 3.1, then such replacement shall be at the Crew Managers' expense.

11. Crew Managers' Right to Sub-contract

The Crew Managers shall not have the right to sub-contract any of their obligations hereunder without the prior written consent of the Owners, which shall not be unreasonably withheld. In the event of such a sub-contract, the Crew Managers shall remain fully liable for the due performance of their obligations under this Agreement.

12. Responsibilities

12.1 Force Majeure.

Neither the Owners nor the Crew Managers shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever of any nature or kind beyond their reasonable control.

12.2 Crew Managers' liability to Owners.

Without prejudice to sub-clause 12.1 the Crew Managers shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Crew Management Services **UNLESS** same is proved to have resulted solely from the gross negligence or willful default of the Crew Managers or any of their employees or agents, or sub-contractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expense has resulted from the Crew Managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Crew Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the the equivalent annual fee payable hereunder.

12.3 Acts or omissions of the Crew.

Notwithstanding anything that may appear to the contrary in this Agreement, the Crew Managers shall not be liable for any act or omission of the Crew, even if such acts or omissions are negligent, grossly negligent or willful, except only to the extent that they are shown to have resulted from a failure by the Crew Managers to discharge their obligation under Clause 5, in which case their liability shall be limited in accordance with the terms of this Clause 12.

12.4 Indemnity.

Except to the extent that the Crew Managers would be liable under sub-clause 10.2 the Owners hereby undertake to keep the Crew Managers and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Agreement, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Crew Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.

12.5 "Himalaya".

It is hereby expressly agreed that no employee or agent of the Crew Managers (including every sub-contractor from time to time employed by the Crew Managers) shall in any circumstances whatsoever be under any liability whatsoever to the Owners for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Crew managers or to which the Crew Managers are entitled hereunder shall also be available shall extend to protect every employee or agent of the Crew Managers acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Crew Managers are or shall be deemed to be acting as agent or

trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

13. Documentation

For the purpose of demonstrating compliance with the requirements of STCW 95 to the Flag State Administration and other third parties, the Crew Managers shall provide the Owners with full and ready access to documentation and data relevant to the Crew. Such information shall be maintained and be readily accessible and include, without being limited to, documentation and data on Crew experience, training, medical fitness and competence in assigned duties.

14. General Administration

- 14.1 The Crew Managers shall handle and settle all claims arising out of the Crew Management Services hereunder and keep the Owners informed regarding any incident of which the Crew Managers become aware, which gives rise to claims or disputes involving third parties.
- 14.2 The Crew Managers shall, as instructed by the Owners, bring or defend actions, suits or proceedings, in connection with matters entrusted to the Crew Managers according to this Agreement.
- 14.3 The Crew Managers shall also have power to obtain legal or technical or other outside expert advice in relation to the handling and settlement of claims and disputes.
- 14.4 The Owners shall arrange for the provision of any necessary guarantee bond or other security, in the first instance.
- 14.5 Any costs incurred by the Crew Managers in carrying out their obligations according to Clause 14 shall be reimbursed by the Owners.

15. Auditing

The Crew Managers shall at all times maintain and keep true and correct accounts and shall make the same available for inspection and auditing by the Owners at such times as may be mutually agreed. On the termination, for whatever reasons, of this Agreement, the Crew Managers shall release to the Owners, if so requested, the originals where possible, or otherwise certified copies, of all such accounts.

16. Compliance with Law and Regulations

The Crew Managers will not do, or permit to be done, anything that might cause any breach or infringement of the laws and regulations of the Vessel's flag, or of the places where she trades.

17. Duration of the Agreement

The Agreement shall come into effect on the day and year started in Box 4 and shall continue until the date stated in Box 5. Thereafter, unless notice given two (2) months prior to the date stated in Box 5, the Agreement shall continue until terminated by either party giving to other notice in writing, in which even it shall terminate upon expiration of a period of two (2) months from the date upon which such notice was given.

18. Termination

18.1 Owners' Default

(I) The Crew Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing if any sum payable by the Owners under this Agreement shall not have been received in the Crew Managers' nominated account within ten running days of receipt by the Owners of the Crew Managers' written request in accordance with Clause 7 or if the Vessel is repossessed by the Mortgagees.

(ii) If the Owners:

- (a) fail to meet their obligations under Clause 6 of this Agreement for any reason within control, or
- (b) proceed with the employment of or continue to employ the vessel in the carriage of contraband, blockade running, or in unlawful trade, or on a voyage which in the reasonable opinion of the Crew Managers, is unduly hazardous or improper,

the Crew Managers may give notice in writing of the default to the Owners requiring them to remedy it as soon as practically possible. In the event that the Owners fail to remedy it within a reasonable time to the satisfaction of the Crew Managers, the Crew managers shall be entitled to terminate the Agreement with immediate effect by notice in writing.

18.2 Crew Managers' Default

If the Crew Managers fail to meet their obligation under Clause 4 of this Agreement for any reason within the control of the Crew managers, the Owners may give notice in writing to the Crew Managers of the default requiring them to remedy it as soon as practically possible. In the event that the Crew Managers fail to remedy it within a reasonable time to the satisfaction of the Owners, the Owners shall be entitled to terminate the Agreement with immediate effect by notice in writing.

18.3 Extraordinary Termination

This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or if the vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned or has been declared missing.

18.4 For the purpose of sub-clause 18.3 hereof:

(i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Owners cease to be registered as Owners of the Vessel;

(ii) the Vessel shall not be deemed to be lost unless either she has become an actual total loss 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; and

(iii) the date upon which the Vessel is to be treated as missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's. A missing vessel shall be deemed lost in accordance with the provision of sub clause 18.4 (ii).

- 18.5 This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise that 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.
- 18.6 In the event of this Agreement being terminated by either party in accordance with sub-clauses 18.1 or 18.3, the fee and the Crew Support Costs shall continue to be payable from the date on which the Crew leave the vessel for the number of months stated in Box 11. The Owners shall also pay an equitable proportion of such reasonable Severance Costs as the Crew Managers can prove that they have incurred. The Crew Managers shall use their best endeavors to minimise such Severance Costs which, in any event, shall not exceed a maximum sum equivalent to the Crews' Basic wages for the number of months stated in Box 11.
- 18.7 The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

19. Law and Arbitration

- 19.1 This Agreement shall be governed by and construed in accordance with English Law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
- 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.
- Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
- In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (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.

20. Notices

- 20.1 Any notices to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.
- 20.2 The address of the Parties for services of such communication shall be as stated in Boxes 13 and 14 respectively.