

ADDENDUM ONE
DOCUMENTATION

Not less than five days prior to the completion date (as stated in Clause 12 hereof) the **SELLER** shall provide the **BUYER** or the **BROKER** with copies of the following documents relating to the **VESSEL** for inspection by the **BUYER**:

- (i) Certificate of Registry
- (ii) Classification certificates
- (iii) International, Suez and Panama Canal tonnage certificates
- (iv) International load line certificate
- (v) Safety construction certificate
- (vi) Safety radio certificate
- (vii) International oil pollution certificate
- (viii) Shipboard oil pollution prevention plan
- (ix) MCA Code compliance document.

The originals of the documents listed above shall be delivered to the **BUYER** onboard the **VESSEL** at the time of completion of the sale.

On delivery of the **VESSEL** and in exchange for payment of the Sales Price, the **SELLER** shall provide the following documentation to the **BUYER**:

- (a) Bill of Sale (in two originals) in favour of the **BUYER** stating the **VESSEL** to be free from all debts, claims, liens and encumbrances, duly executed by the **SELLER**, notarially attested and apostilled or legalised by a consul of the country in which the **BUYER** is to register the **VESSEL**.
- (b) Invoices, Bills of Sale and endorsed titles or manufacturer's statement of origin (if any) for the **VESSEL's** tender (s).
- (c) Transcript of Register issued by the **VESSEL's** registration authority showing that the **VESSEL** is free from registered encumbrances and is solely owned by the **SELLER**, dated not earlier than 72 hours prior to the date of completion of the Sale.
- (d) All log books, plans, blueprints, handbooks, manuals, technical documentation, instructions etc. concerning the **VESSEL** and her equipment that are currently in the possession or control of the **SELLER**, which shall be transferred on board the **VESSEL** or otherwise placed at the disposal of the **BUYER**.
- (e) A Certificate of Deletion from the **VESSEL's** registration authority (or other official evidence of deletion appropriate to the **VESSEL's** registration authority) or a letter of undertaking from the **SELLER** confirming that it will delete the **VESSEL** from the **VESSEL's** registry and deliver a Certificate of Deletion or other official evidence of deletion to the **BUYER** promptly and in any event within twenty-one days of the completion of the Sale. Such Certificate of Deletion or other official evidence of deletion to evidence that at the time of deletion the **VESSEL** was free from registered encumbrances and was solely owned by the **SELLER**.
- (f) Copies of resolutions of the shareholder(s) and the board of directors of the **SELLER**, certified as true copies by an officer of the **SELLER** confirming its sole ownership of the **VESSEL**, authorising the sale of the **VESSEL** to the **BUYER** and further authorising persons (including any attorney's-in-fact) to sign any and all such documents as are required to effect and conclude the sale, delivery and transfer of the **VESSEL** to the **BUYER**.
- (g) Power of attorney, notarially attested in favour of the **SELLER's** attorneys-in-fact(s) giving him or them the powers mentioned in paragraph (f) of this Clause.

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- (h) A certificate of good standing of the **SELLER** issued by the company's registry of its place of incorporation or other appropriate evidence that the **SELLER** is a validly existing corporate entity in the jurisdiction of its place of incorporation issued not earlier than five days prior to the date of completion of the Sale.
- (i) A certificate of incumbency of the **SELLER** issued by the secretary or other officer of the **SELLER** stating the identity of the shareholders, directors and officers of the **SELLER**.
- (j) A Personal Guarantee and Indemnity from the **SELLER's** beneficial owner guaranteeing the **VESSEL's** title and lien free status contained in Clause (15) of this Agreement in the form of Appendix One to this Agreement and signed before a notary public, together with any process agent letter required under such letter.
- (k) A copy of the certificate of incorporation and memorandum and articles of association of the **SELLER** or the equivalent constitutional documents of the **SELLER**, certified by an officer of the **SELLER** to be a true copy.
- (l) Valid classification certificates for hull and machinery for the **VESSEL** issued by the Classification Society, which shall be handed over onboard the **VESSEL**.
- (m) A class confirmation certificate issued by the Classification Society stating that the **VESSEL** is classed () free from all recommendations and notations, dated not earlier than 72 hours prior to the date of completion of the Sale.
- (n) Valid EU VAT exemption certificate or proof that EU VAT has been paid on the **VESSEL** and not reclaimed by the **SELLER**.

Evidence from a competent authority that the **VESSEL** was constructed for the account of the **SELLER** on a VAT free basis and exported from the EU.

A letter from the **SELLER** confirming that the **SELLER** is not registered for VAT in the EU.
Evidence of VAT status of **VESSEL** (from a competent authority).

Not later than five days prior to the date of completion of the Sale, the **SELLER** shall deliver to the **BUYER** copies (defaced as necessary) and/or drafts of all the documents listed in this Clause, save for the Transcript of Register and the Class confirmation certificate, for approval by the **BUYER**.

On delivery of the **VESSEL** and together with payment of the Sales Price, the **BUYER**, if a Corporate Body, shall provide the following documentation to the **SELLER**:

- (a) Copies of resolutions of the shareholder(s) and the board of directors of the **BUYER**, certified as true copies by an officer of the **BUYER**, authorising the purchase of the **VESSEL** and further authorising persons (including any attorneys-in-fact) to sign any and all such documents as are required to effect and conclude the purchase, delivery and transfer of the **VESSEL** from the **SELLER** to the **BUYER**.
- (b) Power of attorney, notarially attested in favour of the **BUYER's** attorneys-in-fact (s) giving him or them the powers mentioned in paragraph (a) of this Clause.
- (c) A certificate of good standing of the **BUYER** issued by the company's registry of its place of incorporation or other appropriate evidence that the **BUYER** is a validly existing corporate entity in the jurisdiction of its place of incorporation, issued not earlier than five days prior to the date of completion of the Sale.

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- (d) A certificate of incumbency of the **BUYER** issued by the secretary or other officer of the **BUYER** stating the identity of the shareholders, directors and officers of the **BUYER**.
- (e) A copy of the certificate of incorporation and memorandum and articles of association of the **BUYER** or the equivalent constitutional documents of the **BUYER**, certified by an officer of the **BUYER** to be a true copy.

Not later than five days prior to the date of completion of the sale, the **BUYER** shall deliver to the **SELLER** copies (defaced as necessary) and/or drafts of all the documents listed in this clause for approval by the **SELLER**.

At the time of delivery and acceptance of the **VESSEL**, the **SELLER** and the **BUYER** shall sign a protocol of delivery and acceptance evidencing the place, date and time of delivery of the **VESSEL**.

Signature of **SELLER**

Signature of **BUYER**