

Major Transaction - Acquisition of Vessels

Jinhui Holdings Company Limited (00137)

- ▶ [\(a\) The First Agreement, the Second Agreement and the Third Agreement](#)
- ▶ [\(b\) Unaudited pro forma financial information](#)
- ▶ [\(c\) Letter on unaudited pro forma financial information](#)
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- ▶ [\(f\) Written approval from Fairline Consultants Limited and Timberfield Limited](#)

Issued Dec. 16, 1965
Amended Jul. 13, 1971
Amended Mar. 16, 1977
Amended Sep. 9, 1993
Amended Nov. 2, 1999

The Documentary Committee of The Japan Shipping Exchange, Inc.
MEMORANDUM OF AGREEMENT

Part I

Place and Date of Agreement 28th March 2022		Code Name: NIPPONSALE 1999	(Part I)
1. Sellers (Preamble) Ratu Shipping Co., S.A. 5th Floor, Suite 502, World Trade Center, 53rd Street, Marbella, Panama City, Republic of Panama		2. Buyers (Preamble) JINPING MARINE INC. Floor 19, Banco General Tower, Aquilino de la Guardia Street, Marbella, Panama City, Republic of Panama	
3. Vessel's name mv "HANTON TRADER II" – see also Clause 25		4. Flag/Registry (Preamble, Cl.3 (a) (ii)) Philippines flag / Panama flag	
5. Class (Preamble, Cl.6 (b)) Bureau Veritas		6. Built (year and builder's name) (Preamble) August 2014 / Jiangsu Hantong Ship Heavy Industry Co., Ltd.	
7. Gross register tonnage (Preamble) About 36,278		8. Summer deadweight tonnage (Preamble) About 63,485 metric tons on summer draft 13.30 metres (TPC: 62.3)	
9. Place/Date of superficial inspection(Preamble, Cl.5 (a), Cl. 10) Inspection waived by Buyers		10. Place/Date of class records examination (Preamble) 2 March 2022	
11. Purchase Price (Cl.1) US\$ 25,500,000 (Twenty Five Million Five Hundred Thousand United States Dollars) net of commission / brokerage to Sellers			
12. Place of closing (Cl. 3 (c)) Sumitomo Mitsui Trust Bank, Limited. in Tokyo			
13. Delivery range (Cl.4 (a), Cl. 6 (e)(i), (f)) One safe port/anchorage within Singapore / Japan range in Sellers option. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice. Sellers intended delivery port is Manila, Philippines.			
14. Delivery period (Cl. 4 (a)) and Cancelling Date (Cl. 4 (a), (d), (e)) 3 May 2022 / 29 July 2022 with 29 July 2022 cancelling			
15. Places (Cl. 2 (a), Cl. 4 (c)) Japan, P.R. China (including Hong Kong), USA, Panama and Philippines. Definition of "Banking Days" and "Working Days" throughout this Agreement is days not falling on Saturdays, Sundays or public holidays in those places.			
16. Liquidated damages, per day (Cl. 7 (c)) US\$ 25,000		The additional clauses, if any, numbered from 16 to 26 shall be deemed to be fully incorporated into this Agreement.	

It is mutually agreed that this Agreement shall be performed in accordance with the terms and conditions contained herein.

Signature (Sellers)


RATU SHIPPING CO., S.A.
SHINSUKE FUJII, PRESIDENT

By:

Title:

Signature (Buyers)



By: **SHUM YEE HONG**

Title: **Director, JINPING MARINE INC.**

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IT IS THIS DAY MUTUALLY AGREED between the Sellers referred to in Box 1 ("the Sellers") and the Buyers referred to in Box 2 ("the Buyers") that the Sellers shall sell and the Buyers shall buy the Vessel named in Box 3 with particulars as referred to in Boxes 4 - 8 ("the Vessel"), which has been accepted by the Buyers following their superficial inspection of the Vessel and examination of her class records as referred to in Boxes 9 and 10 respectively on the following terms and conditions.

1. PURCHASE PRICE

The purchase price of the Vessel ("the Purchase Price") shall be as stated in Box 11.

2. PAYMENT - See Clause 16

- (a) As security for the fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of the Purchase Price ("the Deposit") to a bank nominated by the Sellers within three (3) banking days (being days on which banks are open for the transaction of business in the place stated in Box 15 ("Banking Days")), from the date of this Agreement, in the names of both the Sellers and the Buyers. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges on the Deposit shall be borne equally (by the Sellers and the Buyers). The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.
- (b) The Buyers shall remit the balance of the Purchase Price by telegraphic transfer to the said bank immediately after the Notice of Readiness for Delivery is tendered by the Sellers as per clause 7 of this Agreement. The balance shall be paid to the Sellers together with the Deposit against the Protocol of Delivery and Acceptance being duly signed by a representative of each party at the time of delivery of the representative of each party at the time of delivery of the Vessel.

3. DOCUMENTATION - see Clause 17

- (a) At the time of delivery of the Vessel, the Sellers shall provide the Buyers with the following documents:
- (i) the Bill of Sale, duly notarized by a Notary Public, specifying that the Vessel is free from all debts, encumbrances, mortgages and maritime liens; and
 - (ii) a letter from the Sellers undertaking to supply a Deletion Certificate from the Registry stated in Box 4 as soon as practicable after the Vessel's delivery; and
 - (iii) such other documents as may be mutually agreed.
- (b) Upon delivery the Buyers and the Sellers shall execute and exchange a Protocol of Delivery and Acceptance, thereby confirming the date and time of delivery of the Vessel.
- (c) Closing shall take place at the place stated in Box 12.

4. DELIVERY PLACE AND TIME

- (a) The Sellers shall ensure that the Vessel is ready for delivery within the Delivery Range stated in Box 13 not before and not later than the dates stated in Box 14, the latter date being the Cancelling Date.
- (b) The Sellers shall keep the Buyers informed of the Vessel's itinerary and give the Buyers thirty (30) twenty (20), fifteen (15), ten (10), seven (7), five (5) approximate and three (3), two (2), one (1) days definite notice of the expected date and place of readiness for delivery provided all going well and unforeseen circumstances excepted. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice. All notices to be given in writing.
- (c) In the event that the Vessel is not ready for delivery on or before the Cancelling Date, the Buyers shall have the option of cancelling this Agreement, provided such option shall be exercised in writing within two (2) Working Days (which shall be the days not falling on Saturdays, Sundays, or Public holidays in the place stated in Box 15) from the Cancelling Date. However, if the failure to deliver the Vessel is caused by any event over which the Sellers have no control, then the Cancelling Date shall be extended by the corresponding time lost due to such event

but in no case shall such extension be for a period of more than thirty (30) days.

- (d) In the event the Buyers do not elect to exercise the option to cancel this Agreement in accordance with sub-clause (c) above, they shall have the right to designate a new date for delivery of the Vessel, provided such right is exercised in writing within two (2) Working Days from the Cancelling Date, and such designated date shall be the new Cancelling Date as if stated in Box 14. However if no new Cancelling Date is designated by the Buyers in accordance with this sub-clause there shall be no further Cancelling Date and the Sellers shall deliver the Vessel as soon as practicable.
- e) Notwithstanding the exercise of due diligence by them, if the Sellers anticipate that the Vessel will not be ready for delivery by the Cancelling Date, (whether it be the first agreed Cancelling Date or any subsequent Cancelling Date as provided for in sub-clause (d) above), then the Sellers may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing that that date shall be the new Cancelling Date.
- Upon receipt of such notification the Buyers shall have the option to cancel this Agreement, provided such option is exercised in writing within two (2) Working Days from the receipt of the aforesaid notification from the Sellers. If the Buyers do not exercise the option to cancel this Agreement, the date proposed by the Sellers shall be the new Cancelling Date as if stated in Box 14.

5. DELIVERY CONDITION - see Clause 18

- (a) The Sellers shall deliver the Vessel to the Buyers in substantially the same condition as when the Vessel was inspected by the Buyers at the place stated in Box 9, fair wear and tear excepted, but free from outstanding recommendations and average damage affecting her present class and with all her class, national and international trading certificates clean and valid at the time of delivery.
- (b) Upon the Vessel being delivered to and accepted by the Buyers in accordance with this Agreement the Sellers shall have no liability whatsoever for any fault or deficiency in their description of the Vessel or for any defects in the Vessel regardless of whether such defect was apparent or latent at the time of delivery.

6. UNDERWATER INSPECTION - see Clause 19

- (a) The Sellers may deliver the Vessel without drydocking, subject to the following provisions:
- (b) Prior to delivery of the Vessel the Buyers shall have the right approved by a classification society referred to in Box 5 ("the Classification Society"), carry out an inspection of the Vessel's underwater parts below the summer load line in the presence of a surveyor of the Classification Society arranged by the Sellers. Such inspection, if any, is to be at the Buyers' arrangement, risk and expense and is not to interfere with the Vessel's operation and delivery schedule.
- (c) The Buyers shall give a written notice of their intention to have an underwater inspection carried out within two (2) days from the receipt of the seven (7) days notice stipulated in sub-clause (b) of Clause 4. If the Buyers fail to give such a written notice within two (2) days, they shall lose their right to have an underwater inspection.
- (d) Upon receipt of the Buyers' notice the Sellers shall arrange with the Classification Society to carry out an underwater inspection. The cost of the underwater inspection shall be borne by the Buyers unless damage affecting the class is found, in which case the Sellers shall bear the cost.
- (e) Should any damage affecting the class be found by such divers' inspection the following shall apply:
- (i) where the damage is of such nature that repairs are not required prior to the next scheduled drydocking by the Classification Society, then the Sellers and the Buyers shall each select a reputable shipyard in the Delivery Range stated in Box 13 or near thereto and obtain from such shipyard a quotation for the cost of repairs of the damage. Each quotation is to be for the direct repair costs of the damage only and is not to include the cost




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of dockage and general service expenses. The Sellers shall then have the option to either repair the damage prior to delivery of the Vessel or deliver the Vessel without the damage being repaired with a reduction from the Purchase Price of the estimated cost of repairs. The estimated cost of repairs shall be defined as the average of the two quotations obtained from the two shipyards;	139 140 141 142 143 144 145	stores and equipment, on board or on shore, used or unused, which shall be included in the sale and be taken over by the Buyers without extra payment - except such things as are in the normal course of operations used during the period between the superficial inspection and delivery. The Sellers shall provide the Buyers with an inventory list at the time of delivery. Forwarding charges, if any, shall be for the Buyers' account. The vessel has no spare propeller nor spare tail-shaft. The Buyers shall take over and pay the Sellers for the remaining bunkers and unused lubricating oils at the last purchased prices evidenced by supporting vouchers. Payment under this clause shall be made on or prior to delivery of the Vessel in the same currency as the Purchase Price. Buyers shall take over and pay only for remaining bunkers and unused lubricating oils in designated storage tanks and sealed/unopened/unbroached drums and cans as onboard at the time of delivery.	207 208 209 210 211 212 213 214 215 216
(ii) where the damage is of such nature that repairs are required prior to the next scheduled drydocking by the Classification Society, then the Sellers shall repair the damage at their cost and expense and to the Classification Society's satisfaction.	146 147 148 149 150		
(f) In the event that the Vessel is drydocked to effect repairs of damage in accordance with sub-clause (e) hereof, the Sellers shall have the right to designate the drydock place as the new delivery place if such drydock place is within the Delivery Range stated in Box 13. In such event the Buyers shall have the right to clean and paint the underwater parts of the Vessel at their risk and expense and without interfering with the work of the Sellers and a surveyor of the Classification Society and without affecting the Vessel's delivery schedule. However if the Buyers' work in drydock is still in progress when the Sellers have completed their work, then the additional docking period necessary for completing such work shall be at the Buyers' risk and expense, in which event the Sellers shall have the right to tender a Notice of Readiness for Delivery on or after completion of their work.	151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166		
(g) If repairs are required in accordance with sub-clause (e) hereof, then the Cancelling Date shall be extended by the corresponding time lost to effect such repairs provided that such extension shall not in any event exceed thirty (30) days.	167 168 169 170		
7. NOTICE OF READINESS AND LIQUIDATED	171		
(a) When the Vessel becomes is at the place of delivery and in every respect physically and documentarily ready for delivery in accordance with this MOA, the Sellers shall tender to the Buyers a written Notice of Readiness for Delivery.	172 173		
(b) The Buyers shall take over the Vessel within three (3) Banking Days from the day of receipt of such Notice of Readiness for Delivery.	174 175 176 177 178		
(c) In the event the Buyers do not take delivery of the Vessel within the period specified above, the Buyers shall pay to the Sellers for each day of the delay up to the tenth (10th) day the delay the liquidated damages as stated in Box 16. If the delay exceeds ten (10) days then the Sellers shall have the right to cancel this Agreement and claim damages for their losses flowing therefrom.	179 180 181 182 183		
8. TOTAL LOSS AND FORCE MAJEURE	184		
Should, before delivery, the Vessel become an actual, constructive or compromised total loss (not being a result of an act or omission of the Sellers committed with the intent to cause such total loss or recklessly and with knowledge that such total loss would probably result therefrom), or should the Vessel not be able to be delivered before the Cancelling Date through the outbreak of war, the restraint of Governments, Princes or People, political reasons or any other cause over which the Sellers have no control, then this Agreement shall be null and void and neither party shall be liable to the other. In such event the Deposit together with interest accrued thereon, if any, shall be immediately released in full to the Buyers.	185 186 187 188 189 190 191 192 193 194 195 196		
9. TRANSFER OF TITLE AND RISK	197		
Title and risk to the Vessel, together with everything belonging to her, shall pass to the Buyers upon both payment of the Purchase Price and delivery of the Vessel having occurred. Delivery of the Vessel shall be deemed to take place at the date and time specified in the Protocol of Delivery and Acceptance.	198 199 200 201 202		
10. BELONGINGS AND BUNKERS	203		
The Sellers shall deliver to the Buyers the Vessel with everything belonging to her at the time of the superficial inspection referred to in the Box 9 including all spare parts,	204 205 206		
		Bunkers remaining on board shall be paid by the Buyers at Singapore Platts price at the day when Sellers tender the two (2) days definite notice of delivery as published in Bunkerwire (in case that day Platts does not publish prices, then the last published price in Bunkerwire to apply).	
		Unused lubricating oils remaining on board shall be settled as per Sellers' last net prices (less any discounts and excluding barging expenses but including packing charges and port surcharge) as evidenced by invoices or vouchers.	
		Unused lubricating oils are defined as those oils which have not passed through the system and which are stored in designated storage tanks and/or sealed drums.	
		Quantities of bunker and lubricating oils to be determined and agreed after joint measurement of Sellers' and Buyers' representatives latest by 3 (three) days prior to expected date of delivery of the vessel.	
		11. EXCLUSION FROM THE SALE	217
		The Sellers have the right to take ashore all crockery, cutlery, linen and other articles bearing the Sellers' flag or name, provided the Sellers substitute the same for an equivalent number type of similar unmarked items. Books, cassettes and forms etc., exclusively for use by the Sellers on the Vessel, shall be taken ashore before delivery. Personal effects of the Master, Officers and Crew including slop chest and hired equipment, if any, are excluded from this sale and shall be removed by the Sellers prior to delivery of the Vessel.	218 219 220 221 222 223 224 225 226
		Hired items to be excluded such as welding/freon gas and gas cylinders (including medical oxygen) manufactured by Unitor, Inmarsat telephone in engine room x 1 unit and ChartCo receiver x 1 unit and all life rafts and Charterers' property.	
		Exclusion list as following. (1) Network Router (ORION Plus) x 1 (2) WW4G Wi-Fi Router (Skyroam) x 1 (3) Cylinder (incl. Hospital room Oxygen) - as attached (4) Liferaft - as attached (5) Charterers supplied item - as attached	
		12. CHANGE OF NAME ETC.	227
		The Buyers undertake to change the name of the Vessel and alter the funnel markings upon delivery of the Vessel.	228 229
		13. ENCUMBRANCES ETC.	230
		The Sellers shall deliver to the Buyers the Vessel free from all debts, encumbrances, mortgages, charter, arrests, claims, taxes and maritime liens and is not subject to Port State or any other administrative detentions and with evidence of deletion from both Philippines and Panama flags/or an undertaking to provide deletion certificates within 30 (thirty) days of delivery. The Sellers hereby undertake to indemnify the Buyers against all claims of whatever nature made against the Vessel in respect of liabilities incurred prior to the time of delivery. Sellers warrant that the vessel is not blacklisted by the Arab Boycott League nor any other trade union, any government,	231 232 233 234 235



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state, country, nation or organisation whatsoever. Sellers to also warrant that the vessel has never traded with North Korea, Cuba, Israel, Venezuela and Iran. Sellers to also warrant that the vessel is neither Iranian owned, beneficially owned or controlled, or managed or operated or crewed nor blacklisted by United States Treasury Department, Office of Foreign Assets Control (OFAC), nor subject to sanctions by United States, European Union, United Nations or other Governmental authorities.

Upon delivery the Sellers shall provide a certificate from an approved/recognised authority that the vessel is free from AGM.

14. DEFAULT AND COMPENSATION

- (a) Should the Buyers default in the payment of the Deposit or the balance of the Purchase Price in the manner and within the time herein specified, or the Buyers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Sellers to the Buyers, then the Sellers shall have the right to cancel this Agreement. In such event the Deposit if already paid, together with interest accrued thereon, if any, shall be forfeited to the Sellers. If the Deposit has not yet been paid the Sellers shall have the right to receive the amount equivalent to the Deposit from the Buyers. If the Deposit or the amount equivalent to the Deposit does not cover the Sellers' losses, the Sellers shall have the right to claim further compensation from the Buyers to recover such losses.
- (b) Should the Sellers default in the delivery of the Vessel with everything belonging to her in the manner and within the time herein specified, or the Sellers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Buyers to the Sellers, then the Buyers shall have the right to cancel this Agreement. In such event the Buyers shall have the right to be paid the amount equivalent to the Deposit by the Sellers and the Deposit, if already paid, together with interest accrued thereon, if any, shall be released to the Buyers. If the amount equivalent to the Deposit does not cover the Buyers' losses the Buyers shall have the right to claim further compensation from the Sellers to recover such losses.

15. ARBITRATION – see Clause 21

Any and all disputes arising out of or in connection with this Agreement shall be submitted to arbitration held in Tokyo at the Tokyo Maritime Arbitration Commission ("TOMAC") of The Japan Shipping Exchange, Inc. in accordance with the Rules of TOMAC and any amendments thereto, and the award given by the arbitrators shall be final and binding on both parties.

16. PAYMENT

As security for fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of Purchase Price ("the Deposit") into an Escrow account set out in the Escrow Service Agreement for Deposit within three (3) banking days from the date of signing this agreement by both parties on PDF (Portable Document Format) but not later than 7 days from the date of signing this agreement by both parties on PDF (Portable Document Format) or from the date at which Escrow Agent confirms that the escrow account is opened and operational, whichever is the latest. Nakashima Law Office is appointed as an Escrow Agent. Escrow Service fee for Deposit US\$ 7,000 is equally borne by Sellers and Buyers, and same for Balance US\$ 2,000 is borne by Buyers.

The parties shall provide to the Escrow Holder all necessary documentation to open and maintain the account without delay. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges at Buyer's Bank and intermediate Bank, if any, to be for the Buyers' account. Bank charges at Sellers' Bank, if any, to be for the Sellers' account.

The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.

The Buyers shall remit the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any, at the time of delivery) to the Escrow Account set out in the Escrow Service Agreement for Balance no later than three (3) banking days prior to the expected date of delivery of the vessel.

On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of Readiness has been given, both monies, the Deposit and the Balance, shall be released/paid to the Sellers against the Protocol of Delivery and Acceptance of the Vessel duly signed by both parties.

Following signing of the Protocol of Delivery and Acceptance by the Sellers and the Buyers,

- (1) the Deposit shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Deposit duly signed by the Sellers and the Buyers and
- (2) the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any) shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Balance duly signed by the Buyers.

Only upon effective and irrevocable release to the Sellers account of the deposit and balance of the purchase price and all other sums payable under this Agreement and the Escrow Holder's confirmation thereof shall the Buyers obligation to effect payment under this Agreement be deemed to have been performed. Sellers Bank fee for closing of US\$ 6,000 is equally borne by Sellers and Buyers. The Buyers shall appoint their lawyer/representative in Tokyo at their own account with POA to attend the physical closing meeting in Tokyo.

17. DOCUMENTATION

At the time of delivery/closing and in exchange for payment of the Purchase Price the Sellers shall furnish the Buyers with all necessary delivery documents reasonably required by the Buyers for the vessel's legal transfer of clean title and registration under their intended flag. A list of these documents is to be agreed as soon as possible after reaching agreement herein and to be incorporated into the MOA in the form of an Addendum. Agreement on the list of documents not to delay the signing of the MOA.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates as well as all manuals including all plans, drawings, etc., which are not required to return to registry/BV or relative authorities. After delivery of the vessel, at the Buyers request other technical documentation which may be in the Sellers' possession shall promptly be forwarded to the Buyers at the Buyers' cost. The Sellers may keep logbooks but the Buyers to have the right to take copies of those at the Buyers' cost. All original Oil Record Books, dry dock works files, technical and maintenance files to be left on board. The Sellers also hereby warrant that they will forward to the Buyers, at least one full and complete set of plans/drawings/instructions books in English at Buyers' account. Sellers to provide any documents/drawings/plans/manuals available in electronic format.

18. CONDITION ON DELIVERY

The vessel shall be delivered as she is at the time of inspection, fair wear and tear excepted, and free of stowaways/Sellers' crew with her Class maintained without condition/recommendation, free of average damage affecting the vessel's class, and with her classification certificates and national, international trading certificates, as well as all other certificates the vessel had as flag of Philippines at the time of inspection, clean, valid and unextended without condition/recommendation by the Classification Society or the relevant authorities for minimum three (3) months from the time of delivery of the vessel except Class recommendation Nr. MNLO/2021/J5208-H1C. It is mutually agreed between Sellers and Buyers as following on Class recommendation Nr. MNLO/2021/J5208-H1C.

- (1) Sellers extend its due date upto 19th August 2022 by carrying out Occasional survey before ship's delivery.
- (2) Buyers handle the case with Class BV after ship's delivery.
- (3) Sellers pay Buyers USD 10,000 in lumpsum as compensation.

The vessel shall also be delivered free of cargo with empty, clean and swept holds at the time of delivery. The Sellers, however, have an option to leave the hold as they are as left by stevedores without holds cleaning after completion of discharge by paying US\$ 5,000 to the Buyers as lumpsum holds cleaning charges including dunnage removal.

Vessel is permanently registered in the Republic of Panama but flying

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with the flag of the Republic of the Philippines under the Bareboat Charter from Ratu Shipping Co., S.A., Panama to Victoria Ship Management, Inc., Manila (Dual flag - 1st flag is Panama and 2nd flag is Philippines). Vessel will be delivered under Panama flag but all certificates onboard are issued under Philippines flag.

19. UNDERWATER INSPECTION

No dry docking clause is to apply, but at the time of delivery the Sellers shall confirm to the Buyers, in writing, that to the best of their knowledge the vessel has not touched bottom nor suffered any underwater damage since last dry docking until the time of delivery of the vessel. However, the Buyers shall have the right to arrange a diver approved by the class (BV) and BV Class Surveyor to be arranged by Sellers. Underwater inspection and Class survey to be Buyers account. If any damage be found as to affect the vessel's class, then Sellers shall arrange for the vessel to dry dock.

a) If class requires immediate dry docking of the vessel then the dry docking will be at the Sellers' expense. The Buyers shall then have the right to carry out their own works at their risk and expense and without causing delay to the Sellers' work and not to interfere with same. The Buyers have the right to attend the dry docking without interfering with the Sellers or class surveyors work. Should Buyers work delay the un-docking beyond the time that Sellers works are completed, then, provided that the vessel is in all other respects in accordance with the MOA, the Sellers have the right to present Notice of Readiness whilst the vessel is dry docking. In any event, Sellers remain responsible for the un-docking costs, even if should this result in the vessel being delivered to the Buyers dry dock.

b) In the case of a class condition calling for repair of such defects at a later stage or at the next class schedule dry docking, then the Sellers shall pay the Buyers a mutually agreed lumpsum compensation figure covering the cost of such works. If a figure cannot be mutually agreed then the Buyers and the Sellers shall both obtain a quotation for the repairs from a first class shipyard near to the delivery port and the compensation is to be the average of these two quotations.

Underwater inspection will take place at a suitable location where water visibility, sea and weather conditions allow to carry out an underwater inspection without delay to the satisfaction of divers and Class representative(s). In case that Sellers' nominated delivery port/place is unsuitable for conducting underwater inspection judged by divers and class representative(s), then the Sellers may shift the vessel to suitable nearby to delivery place, port for such inspection, at Sellers' risk and time. Once arrived at suitable port, Sellers shall tender to Buyers a Notice of Readiness for delivery. However, the three (3) banking days for the Buyers to take over the vessel should be counted upon completion of the underwater inspection.

In case of any disputes arising under this clause, the Class surveyor's written decision shall be considered final and binding upon both parties.

Sellers not to tender Notice of Readiness (NOR) to the Buyers before the underwater inspection has been completed and the results have been declared.

In any case Buyers shall carry out underwater inspection without undue delay.

20. BUYERS' REPRESENTATIVES

Immediately after this Agreement has been signed by the parties and the deposit has been lodged, the Buyers have the right to place two (2) representatives on board for familiarisation purposes only and remain till vessel's delivery. Such representatives to be at Buyers' risk and expenses and sign Owners usual Letter of Indemnity prior to boarding vessel.

Buyers' representatives shall not interfere with Owners/Charterers ship's operation in all respects.

Buyers' representatives are required to submit the following before boarding.

- Photo ID
- LOI
- Owners Questionnaire
- A COVID-19 vaccination certificate (at least two doses needed)
- PCR negative test certificate issued within 2 days before joining the vessel

All visitors are requested to bring and wear a mask all the time while onboard and also to fill out the attached questionnaire and submit the completed one to the Master and our office before joining the vessel. Those who have suspected diagnosis of COVID-19 such as fever, cough, and breathing problems are not allowed to board the vessel.

21. ARBITRATION

Any and all disputes arising out or in connection with this Agreement shall be submitted to arbitration held in London in accordance with English law and the award given by the arbitrators shall be final and binding on both parties. All the arbitrators are to be full members of the LMAA.

22. CONFIDENTIALITY

The details of this sale are to be kept private and confidential unless any party is required to make disclosure pursuant to any laws, rules or regulations. It is acknowledged that the intermediate holding company of the Buyers, Jinhui Shipping and Transportation Limited ("Jinhui Shipping") and the parent company of Jinhui Shipping, Jinhui Holdings Company Limited ("Jinhui Holdings") will need to make announcements pursuant to the rules and regulations of the Oslo Stock Exchange and the Hong Kong Stock Exchange respectively.

This Sale is conditional upon approval by majority shareholders of Jinhui Holdings holding more than 50% interests in Jinhui Holdings, which has already been obtained.

23. EPIDEMIC / COVID-19

Should any governmental measures relating to the Corona Virus (e.g. quarantines of the vessel or the crew, port closures, travel bans for crew or the parties' representatives, closure of ship register authorities, etc. (hereinafter "the Corona Measures") render it impossible (and not only more strenuous) for Seller to deliver the vessel or for Buyer to take delivery at the Sellers' intended time and place of delivery (inclusive of cases where would prove not possible for Buyers' crew to be on board timely/Sellers' crew off-signing due to travelling or other country or prefecture entry restrictions which are out of the Buyers'/Sellers' control), then the cancelling date shall be extended by the corresponding time lost due to such event. It is understood that in such case the Sellers or Buyers will not be in default. Sellers are allowed to tender Notice of Readiness but any delay in Buyers taking delivery of the vessel should not be counted as "three (3) banking days" in accordance with Part II Clause 7 until restrictions have lifted. In such case, the "three (3) banking days" in accordance with Part II Clause 7 will start counting upon official governmental announcement has been published.

Both Sellers and Buyers shall use their best endeavours to agree on a mutually suitable alternative time and place for delivery, for which bunkers to be shared by 50/50.

However, if such agreement is not reached within 15 days after arrival of the vessel at Sellers intended port of delivery or within 15 days after both parties enter into discussion in line with this clause (which to be clearly announced by either party in email), the deal to be null and void and deposit to be returned immediately back to Buyers together with interest rate if any without any claim by each party to the other.

24. ENTIRE AGREEMENT CLAUSE

The written terms of this Agreement comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the vessel and supersede all previous agreements whether oral or written between the parties in relation thereto.

25. VESSEL DETAILS

Ship's name : mv "HANTON TRADER II"
IMO Number: 9691424
Flag : Philippines / Panama
Class: Bureau Veritas
DWT: About 63,485
LOA/Beam/Depth (metres): 199.90 / 32.26 / 18.50
Built: August 2014

26. Sanctions

The warranties in this clause apply from the time of entering the Agreement until the purchase price has been paid in full and the Buyers have taken delivery of the Vessel.



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- a. Sellers and Buyers each warrant that they are not subject to any of the sanctions, prohibitions, restrictions and/or boycotts on any specific persons, entities and bodies imposed by the laws of the European Union, United Nations and/or the United States of America and that they are each contracting as principals and not acting agents, trustee or nominee on behalf of any person or entity with whom transactions are prohibited or restricted as set out in this sub-clause.
- b. To best of knowledge, Sellers further warrant that the Vessel is not a designated vessel or chartered to carrying cargo for prohibited interests.
- c. Buyers and Sellers shall be liable to indemnify the other party against any and all claims, losses, damage costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid and in accordance with this Agreement.

L.



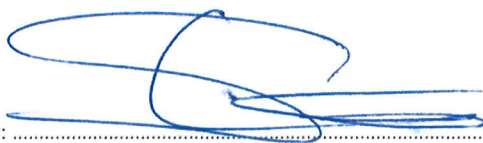
The Documentary Committee of The Japan Shipping Exchange, Inc.
MEMORANDUM OF AGREEMENT

Part I

Place and Date of Agreement 9 th September 2022		Code Name: NIPPONSALE 1999	(Part I)
1. Sellers (Preamble) Ratu Shipping Co., S.A. 5th Floor, Suite 502, World Trade Center, 53rd Street, Marbella, Panama City, Republic of Panama		2. Buyers (Preamble) JINHENG MARINE INC. Floor 19, Banco General Tower, Aquilino de la Guardia Street, Marbella, Panama City, Republic of Panama	
3. Vessel's name mv "WESTERN SANTOS" – see also Clause 25		4. Flag/Registry (Preamble, Cl.3 (a) (ii)) Philippines flag / Panama flag	
5. Class (Preamble, Cl.6 (b)) Bureau Veritas		6. Built (year and builder's name) (Preamble) April 2014 / Jiangsu Hantong Ship Heavy Industry Co., Ltd.	
7. Gross register tonnage (Preamble) About 36,278		8. Summer deadweight tonnage (Preamble) About 63,518 metric tons on summer draft 13.30 metres (TPC: 62.3)	
9. Place/Date of superficial inspection(Preamble, Cl.5 (a), Cl. 10) Inspection waived by Buyers		10. Place/Date of class records examination (Preamble) 25 June 2022	
11. Purchase Price (Cl.1) US\$ 25,375,000 (Twenty Five Million Three Hundred Seventy Five Thousand United States Dollars) net of commission / brokerage to Sellers			
12. Place of closing (Cl. 3 (c)) Sumitomo Mitsui Trust Bank, Limited. or Sellers office in Tokyo			
13. Delivery range (Cl.4 (a), Cl. 6 (e)(i), (f)) One safe port/anchorage in Europe within Skaw/Passero range including United Kingdom and Turkey or Singapore/Japan range in Sellers option provided that entry visa can be applied for Buyers' Philippines crew to join ship in delivery port. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice.			
14. Delivery period (Cl. 4 (a)) and Cancelling Date (Cl. 4 (a), (d), (e)) 15 September 2022 / 30 December 2022 with 30 December 2022 cancelling. Vessel shall be delivered upon completion of the current charter.			
15. Places (Cl. 2 (a), Cl. 4 (c)) Japan, P.R. China (including Hong Kong), USA, Panama and Philippines. Definition of "Banking Days" and "Working Days" throughout this Agreement is days not falling on Saturdays, Sundays or public holidays in those places.			
16. Liquidated damages, per day (Cl. 7 (c)) US\$ 25,000		The additional clauses, if any, numbered from 16 to 26 shall be deemed to be fully incorporated into this Agreement.	

It is mutually agreed that this Agreement shall be performed in accordance with the terms and conditions contained herein.

Signature (Sellers)



By:
Title:

Signature (Buyers)



By:
Title:
SHUM YEE HONG
Director, JINHENG MARINE INC.

RATU SHIPPING CO., S.A.
SHINSUKE FUJII, PRESIDENT

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IT IS THIS DAY MUTUALLY AGREED between the Sellers referred to in Box 1 ("the Sellers") and the Buyers referred to in Box 2 ("the Buyers") that the Sellers shall sell and the Buyers shall buy the Vessel named in Box 3 with particulars as referred to in Boxes 4 - 8 ("the Vessel"), which has been accepted by the Buyers following their superficial inspection of the Vessel and examination of her class records as referred to in Boxes 9 and 10 respectively on the following terms and conditions.

1. PURCHASE PRICE

The purchase price of the Vessel ("the Purchase Price") shall be as stated in Box 11.

2. PAYMENT - See Clause 16

(a) As security for the fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of the Purchase Price ("the Deposit") to a bank nominated by the Sellers within three (3) banking days (being days on which banks are open for the transaction of business in the place stated in Box 15 ("Banking Days")), from the date of this Agreement, in the names of both the Sellers and the Buyers. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges on the Deposit shall be borne equally (by the Sellers and the Buyers). The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.

(b) The Buyers shall remit the balance of the Purchase Price by telegraphic transfer to the said bank immediately after the Notice of Readiness for Delivery is tendered by the Sellers as per clause 7 of this Agreement. The balance shall be paid to the Sellers together with the Deposit against the Protocol of Delivery and Acceptance being duly signed by a representative of each party at the time of delivery of the representative of each party at the time of delivery of the Vessel.

3. DOCUMENTATION - see Clause 17

(a) At the time of delivery of the Vessel, the Sellers shall provide the Buyers with the following documents:

- (i) the Bill of Sale, duly notarized by a Notary Public, specifying that the Vessel is free from all debts, encumbrances, mortgages and maritime liens; and
- (ii) a letter from the Sellers undertaking to supply a Deletion Certificate from the Registry stated in Box 4 as soon as practicable after the Vessel's delivery; and
- (iii) such other documents as may be mutually agreed.

(b) Upon delivery the Buyers and the Sellers shall execute and exchange a Protocol of Delivery and Acceptance, thereby confirming the date and time of delivery of the Vessel.

(c) Closing shall take place at the place stated in Box 12.

4. DELIVERY PLACE AND TIME

(a) The Sellers shall ensure that the Vessel is ready for delivery within the Delivery Range stated in Box 13 not before and not later than the dates stated in Box 14, the latter date being the Cancelling Date.

(b) The Sellers shall keep the Buyers informed of the Vessel's itinerary and give the Buyers thirty (30) twenty (20), fifteen (15), ten (10), seven (7), five (5) approximate and three (3), two (2), one (1) days definite notice of the expected date and place of readiness for delivery provided all going well and unforeseen circumstances excepted. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice. All notices to be given in writing.

(c) In the event that the Vessel is not ready for delivery on or before the Cancelling Date, the Buyers shall have the option of cancelling this Agreement, provided such option shall be exercised in writing within two (2) Working Days (which shall be the days not falling on Saturdays, Sundays, or Public holidays in the place stated in Box 15) from the Cancelling Date. However, if the failure to deliver the Vessel is caused by any event over which the Sellers have no control, then the Cancelling Date shall be extended by the corresponding time lost due to such event

but in no case shall such extension be for a period of more than thirty (30) days.

(d) In the event the Buyers do not elect to exercise the option to cancel this Agreement in accordance with sub-clause (c) above, they shall have the right to designate a new date for delivery of the Vessel, provided such right is exercised in writing within two (2) Working Days from the Cancelling Date, and such designated date shall be the new Cancelling Date as if stated in Box 14. However if no new Cancelling Date is designated by the Buyers in accordance with this sub-clause there shall be no further Cancelling Date and the Sellers shall deliver the Vessel as soon as practicable.

(e) Notwithstanding the exercise of due diligence by them, if the Sellers anticipate that the Vessel will not be ready for delivery by the Cancelling Date, (whether it be the first agreed Cancelling Date or any subsequent Cancelling Date as provided for in sub-clause (d) above), then the Sellers may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing that that date shall be the new Cancelling Date.

Upon receipt of such notification the Buyers shall have the option to cancel this Agreement, provided such option is exercised in writing within two (2) Working Days from the receipt of the aforesaid notification from the Sellers. If the Buyers do not exercise the option to cancel this Agreement, the date proposed by the Sellers shall be the new Cancelling Date as if stated in Box 14.

5. DELIVERY CONDITION - see Clause 18

(a) The Sellers shall deliver the Vessel to the Buyers in substantially the same condition as when the Vessel was inspected by the Buyers at the place stated in Box 9, fair wear and tear excepted, but free from outstanding recommendations and average damage affecting her present class and with all her class, national and international trading certificates clean and valid at the time of delivery.

(b) Upon the Vessel being delivered to and accepted by the Buyers in accordance with this Agreement the Sellers shall have no liability whatsoever for any fault or deficiency in their description of the Vessel or for any defects in the Vessel regardless of whether such defect was apparent or latent at the time of delivery.

6. UNDERWATER INSPECTION - see Clause 19

(a) The Sellers may deliver the Vessel without drydocking, subject to the following provisions:

(b) Prior to delivery of the Vessel the Buyers shall have the right approved by a classification society referred to in Box 5 ("the Classification Society"), carry out an inspection of the Vessel's underwater parts below the summer load line in the presence of a surveyor of the Classification Society arranged by the Sellers. Such inspection, if any, is to be at the Buyers' arrangement, risk and expense and is not to interfere with the Vessel's operation and delivery schedule.

(c) The Buyers shall give a written notice of their intention to have an underwater inspection carried out within two (2) days from the receipt of the seven (7) days notice stipulated in sub-clause (b) of Clause 4. If the Buyers fail to give such a written notice within two (2) days, they shall lose their right to have an underwater inspection.

(d) Upon receipt of the Buyers' notice the Sellers shall arrange with the Classification Society to carry out an underwater inspection. The cost of the underwater inspection shall be borne by the Buyers unless damage affecting the class is found, in which case the Sellers shall bear the cost.

(e) Should any damage affecting the class be found by such divers' inspection the following shall apply:

- (i) where the damage is of such nature that repairs are not required prior to the next scheduled drydocking by the Classification Society, then the Sellers and the Buyers shall each select a reputable shipyard in the Delivery Range stated in Box 13 or near thereto and obtain from such shipyard a quotation for the cost of repairs of the damage. Each quotation is to be for the direct repair costs of the damage only and is not to include the cost

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of doekage and general service expenses. The Sellers shall then have the option to either repair the damage prior to delivery of the Vessel or deliver the Vessel without the damage being repaired with a reduction from the Purchase Price of the estimated cost of repairs. The estimated cost of repairs shall be defined as the average the two quotations obtained from the two shipyards;	139 140 141 142 143 144 145	stores and equipment, on board or on shore, used or unused, which shall be included in the sale and be taken over by the Buyers without extra payment - except such things as are in the normal course of operations used during the period between the superficial inspection and delivery. The Sellers shall provide the Buyers with an inventory list at the time of delivery. Forwarding charges, if any, shall be for the Buyers' account. The vessel has no spare propeller nor spare tail-shaft. The Buyers shall take over and pay the Sellers for the remaining bunkers and unused lubricating oils at the last purchased prices evidenced by supporting vouchers. Payment under this clause shall be made on or prior to delivery of the Vessel in the same currency as the Purchase Price. Buyers shall take over and pay only for remaining bunkers and unused lubricating oils in designated storage tanks and sealed/unopened/unbroached drums and cans as onboard at the time of delivery.	207 208 209 210 211 212 213 214 215 216
(ii) where the damage is of such nature that repairs are required prior to the next scheduled drydocking by the Classification Society, then the Sellers shall repair the damage at their cost and expense and to the Classification Society's satisfaction.	146 147 148 149 150		
(f) In the event that the Vessel is drydocked to effect repairs of damage in accordance with sub-clause (e) hereof, the Sellers shall have the right to designate the drydock place as the new delivery place if such drydock place is within the Delivery Range stated in Box 13. In such event the Buyers shall have the right to clean and paint the underwater parts of the Vessel at their risk and expense and without interfering with the work of the Sellers and a surveyor of the Classification Society and without affecting the Vessel's delivery schedule. However if the Buyers' work in drydock is still in progress when the Sellers have completed their work, then the additional docking period necessary for completing such work shall be at the Buyers' risk and expense, in which event the Sellers shall have the right to tender a Notice of Readiness for Delivery on or after completion of their work.	151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166		
(g) If repairs are required in accordance with sub-clause (e) hereof, then the Cancelling Date shall be extended by the corresponding time lost to effect such repairs provided that such extension shall not in any event exceed thirty (30) days.	167 168 169 170		
7. NOTICE OF READINESS AND LIQUIDATED	171		
(a) When the Vessel becomes is at the place of delivery and in every respect physically and documentarily ready for delivery in accordance with this MOA, the Sellers shall tender to the Buyers a written Notice of Readiness for Delivery.	172 173 174 175		
(b) The Buyers shall take over the Vessel within three (3) Banking Days from the day of receipt of such Notice of Readiness for Delivery.	176 177 178		
(c) In the event the Buyers do not take delivery of the Vessel within the period specified above, the Buyers shall pay to the Sellers for each day of the delay up to the tenth (10th) day the delay the liquidated damages as stated in Box 16. If the delay exceeds ten (10) days then the Sellers shall have the right to cancel this Agreement and claim damages for their losses flowing therefrom.	179 180 181 182 183		
8. TOTAL LOSS AND FORCE MAJEURE	184		
Should, before delivery, the Vessel become an actual, constructive or compromised total loss (not being a result of an act or omission of the Sellers committed with the intent to cause such total loss or recklessly and with knowledge that such total loss would probably result therefrom), or should the Vessel not be able to be delivered before the Cancelling Date through the outbreak of war, the restraint of Governments, Princes or People, political reasons or any other cause over which the Sellers have no control, then this Agreement shall be null and void and neither party shall be liable to the other. In such event the Deposit together with interest accrued thereon, if any, shall be immediately released in full to the Buyers.	185 186 187 188 189 190 191 192 193 194 195 196		
9. TRANSFER OF TITLE AND RISK	197		
Title and risk to the Vessel, together with everything belonging to her, shall pass to the Buyers upon both payment of the Purchase Price and delivery of the Vessel having occurred. Delivery of the Vessel shall be deemed to take place at the date and time specified in the Protocol of Delivery and Acceptance.	198 199 200 201 202		
10. BELONGINGS AND BUNKERS	203		
The Sellers shall deliver to the Buyers the Vessel with everything belonging to her at the time of the superficial inspection referred to in the Box 9 including all spare parts,	204 205 206		
		Bunkers remaining on board shall be paid by the Buyers at Singapore Platts price at the day when Sellers tender the two (2) days definite notice of delivery as published in Bunkerwire (in case that day Platts does not publish prices, then the last published price in Bunkerwire to apply).	
		Unused lubricating oils remaining on board shall be settled as per Sellers' last net prices (less any discounts and excluding barging expenses but including packing charges and port surcharge) as evidenced by invoices or vouchers.	
		Unused lubricating oils are defined as those oils which have not passed through the system and which are stored in designated storage tanks and/or sealed drums.	
		Quantities of bunker and lubricating oils to be determined and agreed after joint measurement of Sellers' and Buyers' representatives latest by 3 (three) days prior to expected date of delivery of the vessel.	
		11. EXCLUSION FROM THE SALE	217
		The Sellers have the right to take ashore all crockery, cutlery, linen and other articles bearing the Sellers' flag or name, provided the Sellers substitute the same for an equivalent number type of similar unmarked items. Books, cassettes and forms etc., exclusively for use by the Sellers on the Vessel, shall be taken ashore before delivery. Personal effects of the Master, Officers and Crew including slop chest and hired equipment, if any, are excluded from this sale and shall be removed by the Sellers prior to delivery of the Vessel.	218 219 220 221 222 223 224 225 226
		Hired items to be excluded such as welding/freon gas and gas cylinders (including medical oxygen) manufactured by Unitor, Inmarsat telephone in engine room x 1 unit and ChartCo receiver x 1 unit and all life rafts and Charterers' property.	
		Exclusion list as following. (1) Network Router (ORION Plus) x 1 (2) WW4G Wi-Fi Router (Skyroam) x 1 (3) Cylinder (incl. Hospital room Oxygen) - as attached (4) Liferaft - as attached (5) Charterers supplied item - as attached	
		12. CHANGE OF NAME ETC.	227
		The Buyers undertake to change the name of the Vessel and alter the funnel markings upon delivery of the Vessel.	228 229
		13. ENCUMBRANCES ETC.	230
		The Sellers shall deliver to the Buyers the Vessel free from all debts, encumbrances, mortgages, charter, arrests, claims, taxes and maritime liens and is not subject to Port State or any other administrative detentions and with evidence of deletion from both Philippines and Panama flags/or an undertaking to provide deletion certificates within 30 (thirty) days of delivery. The Sellers hereby undertake to indemnify the Buyers against all claims of whatever nature made against the Vessel in respect of liabilities incurred prior to the time of delivery. Sellers warrant that the vessel is not blacklisted by the Arab Boycott League nor any other trade union, any government,	231 232 233 234 235

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state, country, nation or organisation whatsoever. Sellers to also warrant that the vessel has never traded with North Korea, Cuba, Venezuela and Iran. Sellers to also warrant that the vessel is neither Iranian owned, beneficially owned or controlled, or managed or operated or crewed nor blacklisted by United States Treasury Department, Office of Foreign Assets Control (OFAC), nor subject to sanctions by United States, European Union, United Nations or other Governmental authorities.

Upon delivery the Sellers shall provide a certificate from an approved/recognised authority that the vessel is free from AGM.

14. DEFAULT AND COMPENSATION

- (a) Should the Buyers default in the payment of the Deposit or the balance of the Purchase Price in the manner and within the time herein specified, or the Buyers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Sellers to the Buyers, then the Sellers shall have the right to cancel this Agreement. In such event the Deposit if already paid, together with interest accrued thereon, if any, shall be forfeited to the Sellers. If the Deposit has not yet been paid the Sellers shall have the right to receive the amount equivalent to the Deposit from the Buyers. If the Deposit or the amount equivalent to the Deposit does not cover the Sellers' losses, the Sellers shall have the right to claim further compensation from the Buyers to recover such losses.
- (b) Should the Sellers default in the delivery of the Vessel with everything belonging to her in the manner and within the time herein specified, or the Sellers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Buyers to the Sellers, then the Buyers shall have the right to cancel this Agreement. In such event the Buyers shall have the right to be paid the amount equivalent to the Deposit by the Sellers and the Deposit, if already paid, together with interest accrued thereon, if any, shall be released to the Buyers. If the amount equivalent to the Deposit does not cover the Buyers' losses the Buyers shall have the right to claim further compensation from the Sellers to recover such losses.

15. ARBITRATION – see Clause 21

~~Any and all disputes arising out of or in connection with this Agreement shall be submitted to arbitration held in Tokyo at the Tokyo Maritime Arbitration Commission ("TOMAC") of The Japan Shipping Exchange, Inc. in accordance with the Rules of TOMAC and any amendments thereto, and the award given by the arbitrators shall be final and binding on both parties.~~

16. PAYMENT

As security for fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of Purchase Price ("the Deposit") into an Escrow account set out in the Escrow Service Agreement for Deposit within three (3) banking days from the date of signing this agreement by both parties on PDF (Portable Document Format) but not later than 7 days from the date of signing this agreement by both parties on PDF (Portable Document Format) or from the date at which Escrow Agent confirms that the escrow account is opened and operational, whichever is the latest. Nakashima Law Office is appointed as an Escrow Agent. Escrow Service fee for Deposit US\$ 5,000 is equally borne by Sellers and Buyers, and same for Balance US\$ 2,000 is borne by Buyers.

The parties shall provide to the Escrow Holder all necessary documentation to open and maintain the account without delay. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges at Buyer's Bank and intermediate Bank, if any, to be for the Buyers' account. Bank charges at Sellers' Bank, if any, to be for the Sellers' account.

The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.

The Buyers shall remit the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any, at the time of delivery) to the Escrow Account set out in the Escrow Service Agreement for Balance no later than three (3) banking days prior to the expected date of delivery of the vessel.

On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of Readiness has been given, both monies, the Deposit and the Balance, shall be released/paid to the Sellers against the Protocol of Delivery and Acceptance of the Vessel duly signed by both parties.

Following signing of the Protocol of Delivery and Acceptance by the Sellers and the Buyers,

- (1) the Deposit shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Deposit duly signed by the Sellers and the Buyers and
- (2) the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any) shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Balance duly signed by the Buyers.

Only upon effective and irrevocable release to the Sellers account of the deposit and balance of the purchase price and all other sums payable under this Agreement and the Escrow Holder's confirmation thereof shall the Buyers obligation to effect payment under this Agreement be deemed to have been performed. Sellers Bank fee for closing of US\$ 6,000 is equally borne by Sellers and Buyers. The Buyers shall appoint their lawyer/representative in Tokyo at their own account with POA to attend the physical closing meeting in Tokyo.

17. DOCUMENTATION

At the time of delivery/closing and in exchange for payment of the Purchase Price the Sellers shall furnish the Buyers with all necessary delivery documents reasonably required by the Buyers for the vessel's legal transfer of clean title and registration under their intended flag. A list of these documents is to be agreed as soon as possible after reaching agreement herein and to be incorporated into the MOA in the form of an Addendum. Agreement on the list of documents not to delay the signing of the MOA.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates as well as all manuals including all plans, drawings, etc., which are not required to return to registry/BV or relative authorities. After delivery of the vessel, at the Buyers request other technical documentation which may be in the Sellers' possession shall promptly be forwarded to the Buyers at the Buyers' cost. The Sellers may keep logbooks but the Buyers to have the right to take copies of those at the Buyers' cost. All original Oil Record Books, dry dock works files, technical and maintenance files to be left on board. The Sellers also hereby warrant that they will forward to the Buyers, at least one full and complete set of plans/drawings/instructions books in English at Buyers' account. Sellers to provide any documents/drawings/plans/manuals available in electronic format.

18. CONDITION ON DELIVERY

The vessel shall be delivered as she is at the time of inspection, fair wear and tear excepted, and free of stowaways/Sellers' crew with her Class maintained without condition/recommendation, free of average damage affecting the vessel's class, and with her classification certificates and national, international trading certificates, as well as all other certificates the vessel had as flag of Philippines at the time of inspection, clean, valid and unextended without condition/recommendation by the Classification Society or the relevant authorities for minimum three (3) months from the time of delivery of the vessel.

The vessel shall also be delivered free of cargo with empty, clean and swept holds at the time of delivery. The Sellers, however, have an option to leave the hold as they are as left by stevedores without holds cleaning after completion of discharge by paying US\$ 5,000 to the Buyers as lumpsum holds cleaning charges including dunnage removal.

Vessel is permanently registered in the Republic of Panama but flying with the flag of the Republic of the Philippines under the Bareboat Charter from Ratu Shipping Co., S.A., Panama to Victoria Ship Management, Inc., Manila (Dual flag - 1st flag is Panama and 2nd flag is Philippines). Vessel will be delivered under Panama flag but all certificates onboard are issued under Philippines flag.

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19. UNDERWATER INSPECTION

No dry docking clause is to apply, but at the time of delivery the Sellers shall confirm to the Buyers, in writing, that to the best of their knowledge the vessel has not touched bottom nor suffered any underwater damage since last dry docking until the time of delivery of the vessel. However, the Buyers shall have the right to arrange a diver approved by the class (BV) and BV Class Surveyor to be arranged by Sellers. Underwater inspection and Class survey to be Buyers account. If any damage be found as to affect the vessel's class, then Sellers shall arrange for the vessel to dry dock.

a) If class requires immediate dry docking of the vessel then the dry docking will be at the Sellers' expense. The Buyers shall then have the right to carry out their own works at their risk and expense and without causing delay to the Sellers' work and not to interfere with same. The Buyers have the right to attend the dry docking without interfering with the Sellers or class surveyors work. Should Buyers work delay the un-docking beyond the time that Sellers works are completed, then, provided that the vessel is in all other respects in accordance with the MOA, the Sellers have the right to present Notice of Readiness whilst the vessel is dry docking. In any event, Sellers remain responsible for the un-docking costs, even if should this result in the vessel being delivered to the Buyers dry dock.

b) In the case of a class condition calling for repair of such defects at a later stage or at the next class scheduled dry docking, then the Sellers shall pay the Buyers a mutually agreed lumpsum compensation figure covering the cost of such works. If a figure cannot be mutually agreed then the Buyers and the Sellers shall both obtain a quotation for the repairs from a first class shipyard near to the delivery port and the compensation is to be the average of these two quotations.

Underwater inspection will take place at a suitable location where water visibility, sea and weather conditions allow to carry out an underwater inspection without delay to the satisfaction of divers and class representative(s). In case that Sellers' nominated delivery port/place is unsuitable for conducting underwater inspection judged by divers and class representative(s), then the Sellers may shift the vessel to suitable nearby to delivery place, port for such inspection, at Sellers' risk and time. Once arrived at suitable port, Sellers shall tender to Buyers a Notice of Readiness for delivery. However, the three (3) banking days for the Buyers to take over the vessel should be counted upon completion of the underwater inspection.

In case of any disputes arising under this clause, the Class surveyor's written decision shall be considered final and binding upon both parties.

Sellers not to tender Notice of Readiness (NOR) to the Buyers before the underwater inspection has been completed and the results have been declared.

In any case Buyers shall carry out underwater inspection without undue delay.

20. BUYERS' REPRESENTATIVES

Immediately after this Agreement has been signed by the parties and the deposit has been lodged, the Buyers have the right to place two (2) representatives on board for familiarisation purposes only and remain till vessel's delivery. Such representatives to be at Buyers' risk and expenses and sign Owners usual Letter of Indemnity prior to boarding vessel.

Buyers' representatives shall not interfere with Owners/Charterers ship's operation in all respects.

Buyers' representatives are required to submit the following before boarding.

- Photo ID
- LOI
- Owners Questionnaire
- A COVID-19 vaccination certificate (at least two doses needed)
- PCR negative test certificate issued within 2 days before joining the vessel

All visitors are requested to bring and wear a mask all the time while onboard and also to fill out the attached questionnaire and submit the completed one to the Master and our office before joining the vessel. Those who have suspected diagnosis of COVID-19 such as fever, cough, and breathing problems are not allowed to board the vessel.

21. ARBITRATION

Any and all disputes arising out or in connection with this Agreement shall be submitted to arbitration held in London in accordance with English law and the award given by the arbitrators shall be final and binding on both parties. All the arbitrators are to be full members of the LMAA.

22. CONFIDENTIALITY

The details of this sale are to be kept private and confidential unless any party is required to make disclosure pursuant to any laws, rules or regulations. It is acknowledged that the intermediate holding company of the Buyers, Jinhui Shipping and Transportation Limited ("Jinhui Shipping") and the parent company of Jinhui Shipping, Jinhui Holdings Company Limited ("Jinhui Holdings") will need to make announcements pursuant to the rules and regulations of the Oslo Stock Exchange and the Hong Kong Stock Exchange respectively.

This Sale is conditional upon approval by majority shareholders of Jinhui Holdings holding more than 50% interests in Jinhui Holdings, which has already been obtained.

23. EPIDEMIC / COVID-19

Should any governmental measures relating to the Corona Virus (e.g. quarantines of the vessel or the crew, port closures, travel bans for crew or the parties' representatives, closure of ship register authorities, etc. (hereinafter "the Corona Measures") render it impossible (and not only more strenuous) for Seller to deliver the vessel or for Buyer to take delivery at the Sellers' intended time and place of delivery (inclusive of cases where would prove not possible for Buyers' crew to be on board timely/Sellers' crew off-signing due to travelling or other country or prefecture entry restrictions which are out of the Buyers'/Sellers' control), then the cancelling date shall be extended by the corresponding time lost due to such event. It is understood that in such case the Sellers or Buyers will not be in default. Sellers are allowed to tender Notice of Readiness but any delay in Buyers taking delivery of the vessel should not be counted as "three (3) banking days" in accordance with Part II Clause 7 until restrictions have lifted. In such case, the "three (3) banking days" in accordance with Part II Clause 7 will start counting upon official governmental announcement has been published.

Both Sellers and Buyers shall use their best endeavours to agree on a mutually suitable alternative time and place for delivery, for which bunkers to be shared by 50/50.

However, if such agreement is not reached within 15 days after arrival of the vessel at Sellers intended port of delivery or within 15 days after both parties enter into discussion in line with this clause (which to be clearly announced by either party in email), the deal to be null and void and deposit to be returned immediately back to Buyers together with interest rate if any without any claim by each party to the other.

24. ENTIRE AGREEMENT CLAUSE

The written terms of this Agreement comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the vessel and supersede all previous agreements whether oral or written between the parties in relation thereto.

25. VESSEL DETAILS

Ship's name : mv "WESTERN SANTOS"

IMO Number: 9707417

Flag : Philippines / Panama

Class: Bureau Veritas

DWT: About 63,518

LOA/Beam/Depth (metres): 199.90 / 32.26 / 18.50

Built: April 2014

26. Sanctions

The warranties in this clause apply from the time of entering the Agreement until the purchase price has been paid in full and the Buyers have taken delivery of the Vessel.

- a. Sellers and Buyers each warrant that they are not subject to any of the sanctions, prohibitions, restrictions and/or boycotts on any specific persons, entities and bodies imposed by the laws of the European Union, United Nations and/or the United States of America and that they are each contracting as principals and not acting agents, trustee or nominee on behalf of any person or entity

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with whom transactions are prohibited or restricted as set out in this sub-clause.

- b. To best of knowledge, Sellers further warrant that the Vessel is not a designated vessel or chartered to carrying cargo for prohibited interests.
- c. Buyers and Sellers shall be liable to indemnify the other party against any and all claims, losses, damage costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid and in accordance with this Agreement.




The Documentary Committee of The Japan Shipping Exchange, Inc.
MEMORANDUM OF AGREEMENT

Part I

Place and Date of Agreement 9 th September 2022		Code Name: NIPPONSALE 1999	(Part I)
1. Sellers (Preamble) Ratu Shipping Co., S.A. 5th Floor, Suite 502, World Trade Center, 53rd Street, Marbella, Panama City, Republic of Panama		2. Buyers (Preamble) JINCHAO MARINE INC. Floor 19, Banco General Tower, Aquilino de la Guardia Street, Marbella, Panama City, Republic of Panama	
3. Vessel's name mv "HANTON TRADER I" – see also Clause 25		4. Flag/Registry (Preamble, Cl.3 (a) (ii)) Philippines flag / Panama flag	
5. Class (Preamble, Cl.6 (b)) Bureau Veritas		6. Built (year and builder's name) (Preamble) June 2014 / Jiangsu Hantong Ship Heavy Industry Co., Ltd.	
7. Gross register tonnage (Preamble) About 36,278		8. Summer deadweight tonnage (Preamble) About 63,469 metric tons on summer draft 13.30 metres (TPC: 62.3)	
9. Place/Date of superficial inspection(Preamble, Cl.5 (a), Cl. 10) Inspection waived by Buyers		10. Place/Date of class records examination (Preamble) 22 June 2022	
11. Purchase Price (Cl.1) US\$ 25,375,000 (Twenty Five Million Three Hundred Seventy Five Thousand United States Dollars) net of commission / brokerage to Sellers			
12. Place of closing (Cl. 3 (c)) Sumitomo Mitsui Trust Bank, Limited. or Sellers office in Tokyo			
13. Delivery range (Cl.4 (a), Cl. 6 (e)(i), (f)) One safe port/anchorage in Singapore/Japan range in Sellers option. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice. Sellers intended delivery port is Manila, Philippines.			
14. Delivery period (Cl. 4 (a)) and Cancelling Date (Cl. 4 (a), (d), (e)) 15 September 2022 / 30 November 2022 with 30 November 2022 cancelling. Vessel shall be delivered upon completion of the current charter.			
15. Places (Cl. 2 (a), Cl. 4 (c)) Japan, P.R. China (including Hong Kong), USA, Panama and Philippines. Definition of "Banking Days" and "Working Days" throughout this Agreement is days not falling on Saturdays, Sundays or public holidays in those places.			
16. Liquidated damages, per day (Cl. 7 (c)) US\$ 25,000		The additional clauses, if any, numbered from 16 to 26 shall be deemed to be fully incorporated into this Agreement.	

It is mutually agreed that this Agreement shall be performed in accordance with the terms and conditions contained herein.

Signature (Sellers)

By: 
Title: _____

RATU SHIPPING CO., S.A.
SHINSUKE FUJII, PRESIDENT

Signature (Buyers)

By: 
Title: _____

SHUM YEE HONG

Director, JINCHAO MARINE INC.

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IT IS THIS DAY MUTUALLY AGREED between the Sellers referred to in Box 1 ("the Sellers") and the Buyers referred to in Box 2 ("the Buyers") that the Sellers shall sell and the Buyers shall buy the Vessel named in Box 3 with particulars as referred to in Boxes 4 - 8 ("the Vessel"), which has been accepted by the Buyers following their superficial inspection of the Vessel and examination of her class records as referred to in Boxes 9 and 10 respectively on the following terms and conditions.

1. PURCHASE PRICE

The purchase price of the Vessel ("the Purchase Price") shall be as stated in Box 11.

2. PAYMENT - See Clause 16

(a) As security for the fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of the Purchase Price ("the Deposit") to a bank nominated by the Sellers within three (3) banking days (being days on which banks are open for the transaction of business in the place stated in Box 15 ("Banking Days")), from the date of this Agreement, in the names of both the Sellers and the Buyers. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges on the Deposit shall be borne equally (by the Sellers and the Buyers). The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.

(b) The Buyers shall remit the balance of the Purchase Price by telegraphic transfer to the said bank immediately after the Notice of Readiness for Delivery is tendered by the Sellers as per clause 7 of this Agreement. The balance shall be paid to the Sellers together with the Deposit against the Protocol of Delivery and Acceptance being duly signed by a representative of each party at the time of delivery of the representative of each party at the time of delivery of the Vessel.

3. DOCUMENTATION - see Clause 17

(a) At the time of delivery of the Vessel, the Sellers shall provide the Buyers with the following documents:

- (i) the Bill of Sale, duly notarized by a Notary Public, specifying that the Vessel is free from all debts, encumbrances, mortgages and maritime liens; and
- (ii) a letter from the Sellers undertaking to supply a Deletion Certificate from the Registry stated in Box 4 as soon as practicable after the Vessel's delivery; and
- (iii) such other documents as may be mutually agreed.

(b) Upon delivery the Buyers and the Sellers shall execute and exchange a Protocol of Delivery and Acceptance, thereby confirming the date and time of delivery of the Vessel.

(c) Closing shall take place at the place stated in Box 12.

4. DELIVERY PLACE AND TIME

(a) The Sellers shall ensure that the Vessel is ready for delivery within the Delivery Range stated in Box 13 not before and not later than the dates stated in Box 14, the latter date being the Cancelling Date.

(b) The Sellers shall keep the Buyers informed of the Vessel's itinerary and give the Buyers thirty (30) twenty (20), fifteen (15), ten (10), seven

(7), five (5) approximate and three (3), two (2), one (1) days definite notice of the expected date and place of readiness for delivery provided all going well and unforeseen circumstances excepted. Sellers are to nominate the exact port of delivery latest by the date of tendering the twenty five (25) days approximate notice. All notices to be given in writing.

(c) In the event that the Vessel is not ready for delivery on or before the Cancelling Date, the Buyers shall have the option of cancelling this Agreement, provided such option shall be exercised in writing within two (2) Working Days (which shall be the days not falling on Saturdays, Sundays, or Public holidays in the place stated in Box 15) from the Cancelling Date. However, if the failure to deliver the Vessel is caused by any event over which the Sellers have no control, then the Cancelling Date shall be extended by the corresponding time lost due to such event

but in no case shall such extension be for a period of more than thirty (30) days.

(d) In the event the Buyers do not elect to exercise the option to cancel this Agreement in accordance with sub-clause (c) above, they shall have the right to designate a new date for delivery of the Vessel, provided such right is exercised in writing within two (2) Working Days from the Cancelling Date, and such designated date shall be the new Cancelling Date as if stated in Box 14. However if no new Cancelling Date is designated by the Buyers in accordance with this sub-clause there shall be no further Cancelling Date and the Sellers shall deliver the Vessel as soon as practicable.

(e) Notwithstanding the exercise of due diligence by them, if the Sellers anticipate that the Vessel will not be ready for delivery by the Cancelling Date, (whether it be the first agreed Cancelling Date or any subsequent Cancelling Date as provided for in sub-clause (d) above), then the Sellers may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing that that date shall be the new Cancelling Date.

Upon receipt of such notification the Buyers shall have the option to cancel this Agreement, provided such option is exercised in writing within two (2) Working Days from the receipt of the aforesaid notification from the Sellers. If the Buyers do not exercise the option to cancel this Agreement, the date proposed by the Sellers shall be the new Cancelling Date as if stated in Box 14.

5. DELIVERY CONDITION - see Clause 18

(a) The Sellers shall deliver the Vessel to the Buyers in substantially the same condition as when the Vessel was inspected by the Buyers at the place stated in Box 9, fair wear and tear excepted, but free from outstanding recommendations and average damage affecting her present class and with all her class, national and international trading certificates clean and valid at the time of delivery.

(b) Upon the Vessel being delivered to and accepted by the Buyers in accordance with this Agreement the Sellers shall have no liability whatsoever for any fault or deficiency in their description of the Vessel or for any defects in the Vessel regardless of whether such defect was apparent or latent at the time of delivery.

6. UNDERWATER INSPECTION - see Clause 19

(a) The Sellers may deliver the Vessel without drydocking, subject to the following provisions:

(b) Prior to delivery of the Vessel the Buyers shall have the right approved by a classification society referred to in Box 5 ("the Classification Society"), carry out an inspection of the Vessel's underwater parts below the summer load line in the presence of a surveyor of the Classification Society arranged by the Sellers. Such inspection, if any, is to be at the Buyers' arrangement, risk and expense and is not to interfere with the Vessel's operation and delivery schedule.

(c) The Buyers shall give a written notice of their intention to have an underwater inspection carried out within two (2) days from the receipt of the seven (7) days notice stipulated in sub-clause (b) of Clause 4. If the Buyers fail to give such a written notice within two (2) days, they shall lose their right to have an underwater inspection.

(d) Upon receipt of the Buyers' notice the Sellers shall arrange with the Classification Society to carry out an underwater inspection. The cost of the underwater inspection shall be borne by the Buyers unless damage affecting the class is found, in which case the Sellers shall bear the cost.

(e) Should any damage affecting the class be found by such divers' inspection the following shall apply:

- (i) where the damage is of such nature that repairs are not required prior to the next scheduled drydocking by the Classification Society, then the Sellers and the Buyers shall each select a reputable shipyard in the Delivery Range stated in Box 13 or near thereto and obtain from such shipyard a quotation for the cost of repairs of the damage. Each quotation is to be for the direct repair costs of the damage only and is not to include the cost

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of dockage and general service expenses. The Sellers shall then have the option to either repair the damage prior to delivery of the Vessel or deliver the Vessel without the damage being repaired with a reduction from the Purchase Price of the estimated cost of repairs. The estimated cost of repairs shall be defined as the average of the two quotations obtained from the two shipyards;	139 140 141 142 143 144 145	stores and equipment, on board or on shore, used or unused, which shall be included in the sale and be taken over by the Buyers without extra payment - except such things as are in the normal course of operations used during the period between the superficial inspection and delivery. The Sellers shall provide the Buyers with an inventory list at the time of delivery. Forwarding charges, if any, shall be for the Buyers' account.	207 208 209 210 211 212 213
(ii) where the damage is of such nature that repairs are required prior to the next scheduled drydocking by the Classification Society, then the Sellers shall repair the damage at their cost and expense and to the Classification Society's satisfaction.	146 147 148 149 150	The vessel has no spare propeller nor spare tail-shaft. The Buyers shall take over and pay the Sellers for the remaining bunkers and unused lubricating oils at the last purchased prices evidenced by supporting vouchers. Payment under this clause shall be made on or prior to delivery of the Vessel in the same currency as the Purchase Price.	214 215 216
(f) In the event that the Vessel is drydocked to effect repairs of damage in accordance with sub-clause (e) hereof, the Sellers shall have the right to designate the drydock place as the new delivery place if such drydock place is within the Delivery Range stated in Box 13. In such event the Buyers shall have the right to clean and paint the underwater parts of the Vessel at their risk and expense and without interfering with the work of the Sellers and a surveyor of the Classification Society and without affecting the Vessel's delivery schedule. However if the Buyers' work in drydock is still in progress when the Sellers have completed their work, then the additional docking period necessary for completing such work shall be at the Buyers' risk and expense, in which event the Sellers shall have the right to tender a Notice of Readiness for Delivery on or after completion of their work.	151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166	Buyers shall take over and pay only for remaining bunkers and unused lubricating oils in designated storage tanks and sealed/unopened/unbroached drums and cans as onboard at the time of delivery.	
(g) If repairs are required in accordance with sub-clause (e) hereof, then the Cancelling Date shall be extended by the corresponding time lost to effect such repairs provided that such extension shall not in any event exceed thirty (30) days.	167 168 169 170	Bunkers remaining on board shall be paid by the Buyers at Singapore Platts price at the day when Sellers tender the two (2) days definite notice of delivery as published in Bunkerwire (in case that day Platts does not publish prices, then the last published price in Bunkerwire to apply).	
7. NOTICE OF READINESS AND LIQUIDATED	171	Unused lubricating oils remaining on board shall be settled as per Sellers' last net prices (less any discounts and excluding barging expenses but including packing charges and port surcharge) as evidenced by invoices or vouchers.	
(a) When the Vessel becomes is at the place of delivery and in every respect physically and documentarily ready for delivery in accordance with this MOA, the Sellers shall tender to the Buyers a written Notice of Readiness for Delivery.	172 173	Unused lubricating oils are defined as those oils which have not passed through the system and which are stored in designated storage tanks and/or sealed drums.	
(b) The Buyers shall take over the Vessel within three (3) Banking Days from the day of receipt of such Notice of Readiness for Delivery.	174 175 176	Quantities of bunker and lubricating oils to be determined and agreed after joint measurement of Sellers' and Buyers' representatives latest by 3 (three) days prior to expected date of delivery of the vessel.	
(c) In the event the Buyers do not take delivery of the Vessel within the period specified above, the Buyers shall pay to the Sellers for each day of the delay up to the tenth (10th) day the delay the liquidated damages as stated in Box 16. If the delay exceeds ten (10) days then the Sellers shall have the right to cancel this Agreement and claim damages for their losses flowing therefrom.	177 178 179 180 181 182 183	11. EXCLUSION FROM THE SALE The Sellers have the right to take ashore all crockery, cutlery, linen and other articles bearing the Sellers' flag or name, provided the Sellers substitute the same for an equivalent number type of similar unmarked items. Books, cassettes and forms etc., exclusively for use by the Sellers on the Vessel, shall be taken ashore before delivery. Personal effects of the Master, Officers and Crew including slop chest and hired equipment, if any, are excluded from this sale and shall be removed by the Sellers prior to delivery of the Vessel.	217 218 219 220 221 222 223 224 225 226
8. TOTAL LOSS AND FORCE MAJEURE	184	Hired items to be excluded such as welding/freon gas and gas cylinders (including medical oxygen) manufactured by Unitor, Inmarsat telephone in engine room x 1 unit and ChartCo receiver x 1 unit and all life rafts and Charterers' property.	
Should, before delivery, the Vessel become an actual, constructive or compromised total loss (not being a result of an act or omission of the Sellers committed with the intent to cause such total loss or recklessly and with knowledge that such total loss would probably result therefrom), or should the Vessel not be able to be delivered before the Cancelling Date through the outbreak of war, the restraint of Governments, Princes or People, political reasons or any other cause over which the Sellers have no control, then this Agreement shall be null and void and neither party shall be liable to the other. In such event the Deposit together with interest accrued thereon, if any, shall be immediately released in full to the Buyers.	185 186 187 188 189 190 191 192 193 194 195 196	Exclusion list as following. (1) Network Router (ORION Plus) x 1 (2) WW4G Wi-Fi Router (Skyroom) x 1 (3) Cylinder (incl. Hospital room Oxygen) - as attached (4) Liferaft - as attached (5) Charterers supplied item - as attached	
9. TRANSFER OF TITLE AND RISK	197	12. CHANGE OF NAME ETC. The Buyers undertake to change the name of the Vessel and alter the funnel markings upon delivery of the Vessel.	227 228 229
Title and risk to the Vessel, together with everything belonging to her, shall pass to the Buyers upon both payment of the Purchase Price and delivery of the Vessel having occurred. Delivery of the Vessel shall be deemed to take place at the date and time specified in the Protocol of Delivery and Acceptance.	198 199 200 201 202	13. ENCUMBRANCES ETC. The Sellers shall deliver to the Buyers the Vessel free from all debts, encumbrances, mortgages, charter, arrests, claims, taxes and maritime liens and is not subject to Port State or any other administrative detentions and with evidence of deletion from both Philippines and Panama flags/or an undertaking to provide deletion certificates within 30 (thirty) days of delivery. The Sellers hereby undertake to indemnify the Buyers against all claims of whatever nature made against the Vessel in respect of liabilities incurred prior to the time of delivery. Sellers warrant that the vessel is not blacklisted by the Arab Boycott League nor any other trade union, any government,	230 231 232 233 234 235
10. BELONGINGS AND BUNKERS	203		
The Sellers shall deliver to the Buyers the Vessel with everything belonging to her at the time of the superficial inspection referred to in the Box 9 including all spare parts,	204 205 206		

state, country, nation or organisation whatsoever. Sellers to also warrant that the vessel has never traded with North Korea, Cuba, Israel, Venezuela and Iran. Sellers to also warrant that the vessel is neither Iranian owned, beneficially owned or controlled, or managed or operated or crewed nor blacklisted by United States Treasury Department, Office of Foreign Assets Control (OFAC), nor subject to sanctions by United States, European Union, United Nations or other Governmental authorities.

Upon delivery the Sellers shall provide a certificate from an approved/recognised authority that the vessel is free from AGM.

14. DEFAULT AND COMPENSATION 236

- (a) Should the Buyers default in the payment of the Deposit or the balance of the Purchase Price in the manner and within the time herein specified, or the Buyers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Sellers to the Buyers, then the Sellers shall have the right to cancel this Agreement. In such event the Deposit if already paid, together with interest accrued thereon, if any, shall be forfeited to the Sellers. If the Deposit has not yet been paid the Sellers shall have the right to receive the amount equivalent to the Deposit from the Buyers. If the Deposit or the amount equivalent to the Deposit does not cover the Sellers' losses, the Sellers shall have the right to claim further compensation from the Buyers to recover such losses. 237-251
- (b) Should the Sellers default in the delivery of the Vessel with everything belonging to her in the manner and within the time herein specified, or the Sellers otherwise fail to perform their obligations under this Agreement and such failure is not remedied within seven (7) days following receipt of a notice of default from the Buyers to the Sellers, then the Buyers shall have the right to cancel this Agreement. In such event the Buyers shall have the right to be paid the amount equivalent to the Deposit by the Sellers and the Deposit, if already paid, together with interest accrued thereon, if any, shall be released to the Buyers. If the amount equivalent to the Deposit does not cover the Buyers' losses the Buyers shall have the right to claim further compensation from the Sellers to recover such losses. 252-265

15. ARBITRATION – see Clause 21 266
Any and all disputes arising out of or in connection with this Agreement shall be submitted to arbitration held in Tokyo at the Tokyo Maritime Arbitration Commission ("TOMAC") of The Japan Shipping Exchange, Inc. in accordance with the Rules of TOMAC and any amendments thereto, and the award given by the arbitrators shall be final and binding on both parties. 267-272

16. PAYMENT

As security for fulfilment of this Agreement, the Buyers shall remit a deposit of ten (10) per cent of Purchase Price ("the Deposit") into an Escrow account set out in the Escrow Service Agreement for Deposit within three (3) banking days from the date of signing this agreement by both parties on PDF (Portable Document Format) but not later than 7 days from the date of signing this agreement by both parties on PDF (Portable Document Format) or from the date at which Escrow Agent confirms that the escrow account is opened and operational, whichever is the latest. Nakashima Law Office is appointed as an Escrow Agent. Escrow Service fee for Deposit US\$ 5,000 is equally borne by Sellers and Buyers, and same for Balance US\$ 2,000 is borne by Buyers.

The parties shall provide to the Escrow Holder all necessary documentation to open and maintain the account without delay. Any interest earned on the Deposit shall be credited to the Buyers. Bank charges at Buyer's Bank and intermediate Bank, if any, to be for the Buyers' account. Bank charges at Sellers' Bank, if any, to be for the Sellers' account. The Deposit shall be paid to the Sellers as a part of the Purchase Price in the same manner as the balance of the ninety (90) per cent of the Purchase Price as provided for hereunder.

The Buyers shall remit the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any, at the time of delivery) to the Escrow Account set out in the Escrow Service Agreement for Balance no later than three (3) banking days prior to the expected date of delivery of the vessel.

On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of Readiness has been given, both monies, the Deposit and the Balance, shall be released/paid to the Sellers against the Protocol of Delivery and Acceptance of the Vessel duly signed by both parties.

Following signing of the Protocol of Delivery and Acceptance by the Sellers and the Buyers,

- (1) the Deposit shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Deposit duly signed by the Sellers and the Buyers and
- (2) the balance of the Purchase Price (90% plus payment for bunker, unused lubeoil remaining on board, and if any) shall be released/paid to the Sellers against a written instruction to the Escrow Agent set out in Schedule A of the Escrow Service Agreement for Balance duly signed by the Buyers.

Only upon effective and irrevocable release to the Sellers account of the deposit and balance of the purchase price and all other sums payable under this Agreement and the Escrow Holder's confirmation thereof shall the Buyers obligation to effect payment under this Agreement be deemed to have been performed. Sellers Bank fee for closing of US\$ 6,000 is equally borne by Sellers and Buyers. The Buyers shall appoint their lawyer/representative in Tokyo at their own account with POA to attend the physical closing meeting in Tokyo.

17. DOCUMENTATION

At the time of delivery/closing and in exchange for payment of the Purchase Price the Sellers shall furnish the Buyers with all necessary delivery documents reasonably required by the Buyers for the vessel's legal transfer of clean title and registration under their intended flag. A list of these documents is to be agreed as soon as possible after reaching agreement herein and to be incorporated into the MOA in the form of an Addendum. Agreement on the list of documents not to delay the signing of the MOA.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates as well as all manuals including all plans, drawings, etc., which are not required to return to registry/BV or relative authorities. After delivery of the vessel, at the Buyers request other technical documentation which may be in the Sellers' possession shall promptly be forwarded to the Buyers at the Buyers' cost. The Sellers may keep logbooks but the Buyers to have the right to take copies of those at the Buyers' cost. All original Oil Record Books, dry dock works files, technical and maintenance files to be left on board. The Sellers also hereby warrant that they will forward to the Buyers, at least one full and complete set of plans/drawings/instructions books in English at Buyers' account. Sellers to provide any documents/drawings/plans/manuals available in electronic format.

18. CONDITION ON DELIVERY

The vessel shall be delivered as she is at the time of inspection, fair wear and tear excepted, and free of stowaways/Sellers' crew with her Class maintained without condition/recommendation, free of average damage affecting the vessel's class, and with her classification certificates and national, international trading certificates, as well as all other certificates the vessel had as flag of Philippines at the time of inspection, clean, valid and unextended without condition/recommendation by the Classification Society or the relevant authorities for minimum three (3) months from the time of delivery of the vessel.

The vessel shall also be delivered free of cargo with empty, clean and swept holds at the time of delivery. The Sellers, however, have an option to leave the hold as they are as left by stevedores without holds cleaning after completion of discharge by paying US\$ 5,000 to the Buyers as lumpsum holds cleaning charges including dunnage removal.

Vessel is permanently registered in the Republic of Panama but flying with the flag of the Republic of the Philippines under the Bareboat Charter from Ratu Shipping Co., S.A., Panama to Victoria Ship Management, Inc., Manila (Dual flag - 1st flag is Panama and 2nd flag is Philippines). Vessel will be delivered under Panama flag but all certificates onboard are issued under Philippines flag.

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19. UNDERWATER INSPECTION

No dry docking clause is to apply, but at the time of delivery the Sellers shall confirm to the Buyers, in writing, that to the best of their knowledge the vessel has not touched bottom nor suffered any underwater damage since last dry docking until the time of delivery of the vessel. However, the Buyers shall have the right to arrange a diver approved by the class (BV) and BV Class Surveyor to be arranged by Sellers. Underwater inspection and Class survey to be Buyers account. If any damage be found as to affect the vessel's class, then Sellers shall arrange for the vessel to dry dock.

a) If class requires immediate dry docking of the vessel then the dry docking will be at the Sellers' expense. The Buyers shall then have the right to carry out their own works at their risk and expense and without causing delay to the Sellers' work and not to interfere with same. The Buyers have the right to attend the dry docking without interfering with the Sellers or class surveyors work. Should Buyers work delay the un-docking beyond the time that Sellers works are completed, then, provided that the vessel is in all other respects in accordance with the MOA, the Sellers have the right to present Notice of Readiness whilst the vessel is dry docking. In any event, Sellers remain responsible for the un-docking costs, even if should this result in the vessel being delivered to the Buyers dry dock.

b) In the case of a class condition calling for repair of such defects at a later stage or at the next class schedule dry docking, then the Sellers shall pay the Buyers a mutually agreed lumpsum compensation figure covering the cost of such works. If a figure cannot be mutually agreed then the Buyers and the Sellers shall both obtain a quotation for the repairs from a first class shipyard near to the delivery port and the compensation is to be the average of these two quotations.

Underwater inspection will take place at a suitable location where water visibility, sea and weather conditions allow to carry out an underwater inspection without delay to the satisfaction of divers and Class representative(s). In case that Sellers' nominated delivery port/place is unsuitable for conducting underwater inspection judged by divers and class representative(s), then the Sellers may shift the vessel to suitable nearby to delivery place, port for such inspection, at Sellers' risk and time. Once arrived at suitable port, Sellers shall tender to Buyers a Notice of Readiness for delivery. However, the three (3) banking days for the Buyers to take over the vessel should be counted upon completion of the underwater inspection.

In case of any disputes arising under this clause, the Class surveyor's written decision shall be considered final and binding upon both parties.

Sellers not to tender Notice of Readiness (NOR) to the Buyers before the underwater inspection has been completed and the results have been declared.

In any case Buyers shall carry out underwater inspection without undue delay.

20. BUYERS' REPRESENTATIVES

Immediately after this Agreement has been signed by the parties and the deposit has been lodged, the Buyers have the right to place two (2) representatives on board for familiarisation purposes only and remain till vessel's delivery. Such representatives to be at Buyers' risk and expenses and sign Owners usual Letter of Indemnity prior to boarding vessel.

Buyers' representatives shall not interfere with Owners/Charterers ship's operation in all respects.

Buyers' representatives are required to submit the following before boarding.

- Photo ID
- LOI
- Owners Questionnaire
- A COVID-19 vaccination certificate (at least two doses needed)
- PCR negative test certificate issued within 2 days before joining the vessel

All visitors are requested to bring and wear a mask all the time while onboard and also to fill out the attached questionnaire and submit the completed one to the Master and our office before joining the vessel. Those who have suspected diagnosis of COVID-19 such as fever, cough, and breathing problems are not allowed to board the vessel.

21. ARBITRATION

Any and all disputes arising out or in connection with this Agreement shall be submitted to arbitration held in London in accordance with English law and the award given by the arbitrators shall be final and binding on both parties. All the arbitrators are to be full members of the LMAA.

22. CONFIDENTIALITY

The details of this sale are to be kept private and confidential unless any party is required to make disclosure pursuant to any laws, rules or regulations. It is acknowledged that the intermediate holding company of the Buyers, Jinhui Shipping and Transportation Limited ("Jinhui Shipping") and the parent company of Jinhui Shipping, Jinhui Holdings Company Limited ("Jinhui Holdings") will need to make announcements pursuant to the rules and regulations of the Oslo Stock Exchange and the Hong Kong Stock Exchange respectively.

This Sale is conditional upon approval by majority shareholders of Jinhui Holdings holding more than 50% interests in Jinhui Holdings, which has already been obtained.

23. EPIDEMIC / COVID-19

Should any governmental measures relating to the Corona Virus (e.g. quarantines of the vessel or the crew, port closures, travel bans for crew or the parties' representatives, closure of ship register authorities, etc. (hereinafter "the Corona Measures") render it impossible (and not only more strenuous) for Seller to deliver the vessel or for Buyer to take delivery at the Sellers' intended time and place of delivery (inclusive of cases where would prove not possible for Buyers' crew to be on board timely/Sellers' crew off-signing due to travelling or other country or prefecture entry restrictions which are out of the Buyers'/Sellers' control), then the cancelling date shall be extended by the corresponding time lost due to such event. It is understood that in such case the Sellers or Buyers will not be in default. Sellers are allowed to tender Notice of Readiness but any delay in Buyers taking delivery of the vessel should not be counted as "three (3) banking days" in accordance with Part II Clause 7 until restrictions have lifted. In such case, the "three (3) banking days" in accordance with Part II Clause 7 will start counting upon official governmental announcement has been published.

Both Sellers and Buyers shall use their best endeavours to agree on a mutually suitable alternative time and place for delivery, for which bunkers to be shared by 50/50.

However, if such agreement is not reached within 15 days after arrival of the vessel at Sellers intended port of delivery or within 15 days after both parties enter into discussion in line with this clause (which to be clearly announced by either party in email), the deal to be null and void and deposit to be returned immediately back to Buyers together with interest rate if any without any claim by each party to the other.

24. ENTIRE AGREEMENT CLAUSE

The written terms of this Agreement comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the vessel and supersede all previous agreements whether oral or written between the parties in relation thereto.

25. VESSEL DETAILS

Ship's name : mv "HANTON TRADER I"

IMO Number: 9691412

Flag : Philippines / Panama

Class: Bureau Veritas

DWT: About 63,469

LOA/Beam/Depth (metres): 199.90 / 32.26 / 18.50

Built: June 2014

26. Sanctions

The warranties in this clause apply from the time of entering the Agreement until the purchase price has been paid in full and the Buyers have taken delivery of the Vessel.

- a. Sellers and Buyers each warrant that they are not subject to any of the sanctions, prohibitions, restrictions and/or boycotts on any specific persons, entities and bodies imposed by the laws of the European Union, United Nations and/or the United States of America and that they are each contracting as principals and not acting agents, trustee or nominee on behalf of any person or entity

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with whom transactions are prohibited or restricted as set out in this sub-clause.

- b. To best of knowledge, Sellers further warrant that the Vessel is not a designated vessel or chartered to carrying cargo for prohibited interests.
- c. Buyers and Sellers shall be liable to indemnify the other party against any and all claims, losses, damage costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid and in accordance with this Agreement.





APPENDIX II

UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

(A) UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

Introduction

The unaudited pro forma financial information (the “Unaudited Pro Forma Financial Information”), comprising the unaudited pro forma consolidated statement of financial position of the Company and its subsidiaries (collectively the “Group”) and related notes, has been prepared in accordance with Rule 4.29 of the Listing Rules for the purposes of illustrating the effect of the Acquisition of the Vessels as if it had been completed on 30 June 2022.

The Unaudited Pro Forma Financial Information is prepared based on the unaudited consolidated statement of financial position of the Group as at 30 June 2022, which has been extracted from the published interim report of the Company for the six months ended 30 June 2022, after making pro forma adjustments relating to the Acquisition of the Vessels, as if they had been completed on 30 June 2022.

The Unaudited Pro Forma Financial Information has been prepared for illustrative purpose only and because of its nature, it may not give a true picture of the Group’s financial position following the completion of the Acquisition of the Vessels. Further, the Unaudited Pro Forma Financial Information of the Group does not purport to predict the future financial position of the Group after the completion of the Acquisition of the Vessels.

The Unaudited Pro Forma Financial Information of the Group after the Acquisition of the Vessels should be read in conjunction with the historical financial information of the Group as set out in Appendix I to this circular and other financial information included elsewhere in this circular.

Unaudited Pro Forma Consolidated Statement of Financial Position

	As at 30 June 2022 HK\$'000 Notes (i)	Pro forma adjustments HK\$'000	Notes (ii)	Pro forma total HK\$'000
ASSETS AND LIABILITIES				
Non-current assets				
Property, plant and equipment	3,191,041	594,750	(a)	3,785,791
Right-of-use assets	335,866			335,866
Investment properties	373,130			373,130
Financial assets at fair value through OCI	88,603			88,603
Deposit paid for the acquisition of owned vessel	19,890	(19,890)	(b)	—
Intangible assets	866			866
	<u>4,009,396</u>			<u>4,584,256</u>

APPENDIX II
**UNAUDITED PRO FORMA
FINANCIAL INFORMATION OF THE GROUP**

	As at 30 June 2022 HK\$'000 Notes (i)	Pro forma adjustments HK\$'000	Notes (ii)	Pro forma total HK\$'000
Current assets				
Inventories	37,766			37,766
Loan receivables	72,931			72,931
Trade and other receivables	196,771			196,771
Financial assets at fair value through profit or loss	334,934			334,934
Tax recoverable	63			63
Pledged deposits	56,086			56,086
Bank balances and cash	259,920	(253,695)	(c)	6,225
	<u>958,471</u>			<u>704,776</u>
Current liabilities				
Trade and other payables	205,519			205,519
Secured bank loans	424,958	15,347	(c)	440,305
Lease liabilities	44,097			44,097
	<u>674,574</u>			<u>689,921</u>
Non-current liabilities				
Secured bank loans	310,032	305,818	(c)	615,850
Lease liabilities	294,800			294,800
	<u>604,832</u>			<u>910,650</u>
Net assets	<u>3,688,461</u>			<u>3,688,461</u>
EQUITY				
Equity attributable to shareholders of the Company				
Issued capital	381,639			381,639
Reserves	1,705,071			1,705,071
	<u>2,086,710</u>			<u>2,086,710</u>
Non-controlling interests	<u>1,601,751</u>			<u>1,601,751</u>
Total equity	<u>3,688,461</u>			<u>3,688,461</u>

APPENDIX II**UNAUDITED PRO FORMA
FINANCIAL INFORMATION OF THE GROUP**

Notes:

- (i) The amounts are extracted from the unaudited consolidated statement of financial position of the Group as at 30 June 2022 as set out in the published interim report of the Group for the six months ended 30 June 2022.

No adjustment has been made to reflect any operating results or other transactions of the Group entered into subsequent to 30 June 2022.

- (ii) Notes to the pro forma adjustments

- (a) The increase in property, plant and equipment represents the total consideration for the Vessels of US\$76,250,000 (approximately HK\$594,750,000).
- (b) Amount represents the deposit paid for the acquisition of the First Vessel.
- (c) Approximately 54% of the total consideration amount of US\$41,175,000 (approximately HK\$321,165,000) will be paid from bank financing, thus the Group's total liabilities will be increased and the remaining amount of US\$35,075,000 (approximately HK\$273,585,000) will be paid from the internal resources of the Group, thus reducing the bank balances and cash of the Group.



Grant Thornton
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INDEPENDENT REPORTING ACCOUNTANTS' ASSURANCE REPORT ON THE COMPILATION OF UNAUDITED PRO FORMA FINANCIAL INFORMATION

TO THE DIRECTORS OF JINHUI HOLDINGS COMPANY LIMITED

We have completed our assurance engagement to report on the compilation of unaudited pro forma financial information of Jinhui Holdings Company Limited (the "**Company**") and its subsidiaries (collectively referred to as the "**Group**") by the directors of the Company (the "**Directors**") for illustrative purposes only. The unaudited pro forma financial information consists of the unaudited pro forma consolidated statement of financial position as at 30 June 2022 and related notes as set out on pages 15 to 17 of the Company's circular date 25 October 2022 (the "**Circular**"). The applicable criteria on the basis of which the Directors have compiled the unaudited pro forma financial information are described on pages 15 to 17 of the Circular.

The unaudited pro forma financial information has been compiled by the Directors to illustrate the impact of the acquisition of vessels (the "**Acquisition of the Vessels**") on the Group's financial position as at 30 June 2022 and as if the Acquisition of the Vessels had taken place at 30 June 2022. As part of this process, information about the Group's financial position has been extracted by the Directors from the unaudited consolidated interim financial statements of the Company for the period from 1 January 2022 to 30 June 2022, on which no review report has been published.

Directors' Responsibilities for the Unaudited Pro Forma Financial Information

The Directors are responsible for compiling the unaudited pro forma financial information in accordance with paragraph 4.29 of the Rules Governing the Listing of Securities on the The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and with reference to Accounting Guideline 7 "Preparation of Pro Forma Financial Information for Inclusion in Investment Circulars" ("**AG 7**") issued by the Hong Kong Institute of Certified Public Accountants (the "**HKICPA**").

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the HKICPA, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

Our firm applies Hong Kong Standard on Quality Control 1 "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements" issued by the HKICPA and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting Accountants' Responsibilities

Our responsibility is to express an opinion, as required 4.29(7) of the Listing Rules, on the unaudited pro forma financial information and to report our opinion to you. We do not accept any responsibility for any reports previously given by us on any financial information used in the compilation of the unaudited pro forma financial information beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements 3420 "Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus" issued by the HKICPA. This standard requires that the reporting accountants plan and perform procedures to obtain reasonable assurance about whether the Directors have compiled the unaudited pro forma financial information in accordance with 4.29 of the Listing Rules and with reference to AG 7 issued by the HKICPA.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the unaudited pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the unaudited pro forma financial information.

The purpose of unaudited pro forma financial information included in an investment circular is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the Group as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the Acquisition of the Vessels at 30 June 2022 would have been as presented.

A reasonable assurance engagement to report on whether the unaudited pro forma financial information has been properly compiled on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the Directors in the compilation of the unaudited pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related unaudited pro forma adjustments give appropriate effect to those criteria; and
- the unaudited pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting accountants' judgment, having regard to the reporting accountants' understanding of the nature of the Group, the event or transaction in respect of which the unaudited pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the unaudited pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

- (a) the unaudited pro forma financial information has been properly compiled on the basis stated;
- (b) such basis is consistent with the accounting policies of the Group; and
- (c) the adjustments are appropriate for the purposes of the unaudited pro forma financial information as disclosed pursuant to paragraph 4.29(1) of the Listing Rules.



Grant Thornton Hong Kong Limited
Certified Public Accountants

Hong Kong, 25 October 2022



Octavia House, 1 The Boulevard, Imperial Wharf, London SW6 2UB

JINHUI HOLDINGS COMPANY LIMITED**Valuation**

As requested, Arrow Valuations has made an assessment of the key particulars of the vessel stated below (the "**Vessel**") (and other relevant works of reference in its possession) and is able to state that in its opinion the approximate market value of the Vessel on 28th March 2022, on the assumptions set out below and as between a "willing buyer and a willing seller", is:-

<u>Vessel Name</u>	<u>IMO</u>	<u>Key Particulars</u>	<u>Value - US\$</u>
MV Hanton Trader II	9691424	BWTS	\$25,500,000

Assumptions

This valuation is provided on the following assumptions and bases: the Vessel would be in a position to give early delivery, within an acceptable area, free of charter or any contract of employment, for cash payment on normal commercial terms; (ii) the sellers of the Vessel could give delivery of the Vessel free from all registered encumbrances, maritime liens and all debts; (iii) the Vessel has been maintained to standards expected for a ship of her age and type; (iv) the Vessel fully complies with latest IMO/MARPOL/SOLAS requirements, is in a sound trading condition, being fully classed to the requirements of her Classification Society, is free of recommendations and has clean and valid trading certificates, conforming in all respects with the requirements of the appropriate Registry; (v) the 'key particulars' set out in the table above are correct; and (vi) Arrow Valuations has not made a physical inspection of any Vessel nor has it inspected any classification records. Arrow Valuations does not accept responsibility for the accuracy of the assumptions.

Use and Sharing

This valuation is a statement of opinion only and is based on the above assumptions, and is our opinion of the market as of 28th March 2022 and should not be taken to apply to any other date. Prior to entering into any transaction in respect of the Vessel you should satisfy yourself (by inspection or otherwise) that the assurance that any above stated value can be sustained or is realisable in an actual transaction.

This valuation is given solely for the private internal use of the addressee and is not for publication or circulation other than as permitted by Arrow Valuations' Terms of Business and with prior written consent.

Terms of Business

The Valuation is provided in accordance with, and subject to, Arrow Valuations' [Terms of Business](https://arrowship.com/ValuationsTermsofBusiness.pdf). These are available at: <https://arrowship.com/ValuationsTermsofBusiness.pdf>

Simon Stokes

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For and on behalf of **ARROW VALUATIONS**

Arrow Valuations Reference: 0322358

Date: 28th March 2022



ARROW

ASIA SHIPBROKERS LIMITED

箭亞船舶經紀有限公司

Suite 2007, 20th Floor, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong

Chartering Tel: (852) 2520 0168 SNP Tel: (852) 2520 0701 Facsimile: (852) 2865 9711

E-mail: cape@arrowship.com sandp.hk@arrowship.com capeops@arrowship.com

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JINHUI HOLDINGS COMPANY LIMITED

Valuation

As requested, Arrow Valuations has made an assessment of the key particulars of the vessel stated below (the "**Vessel**") (and other relevant works of reference in its possession) and is able to state that in its opinion the approximate value of the Vessel on 9th September 2022 the assumptions set out below and as between a "willing buyer and a willing seller", is:-

<u>Vessel Name</u>	<u>IMO</u>	<u>Key Particulars</u>	<u>Value - US\$</u>
MV Western Santos	9707417	63,518 DWT / Bulk Carrier / 2014 Built by Jiangsu Hantong Ship Heavy Industry Co Ltd (CHR)	\$25,375,000

Assumptions

This valuation is provided on the following assumptions and bases: the Vessel would be in a position to give early delivery, within an acceptable area, free of charter or any contract of employment, for cash payment on normal commercial terms; (ii) the sellers of the Vessel could give delivery of the Vessel free from all registered encumbrances, maritime liens and all debts; (iii) the Vessel has been maintained to standards expected for a ship of her age and type; (iv) the Vessel fully complies with latest IMO/MARPOL/SOLAS requirements, is in a sound trading condition, being fully classed to the requirements of her Classification Society, is free of recommendations and has clean and valid trading certificates, conforming in all respects with the requirements of the appropriate Registry; (v) the 'key particulars' set out in the table above are correct; and (vi) Arrow Valuations has not made a physical inspection of any Vessel nor has it inspected any classification records. Arrow Valuations does not accept responsibility for the accuracy of the assumptions.

Use and Sharing

This valuation is a statement of opinion only and is based on the above assumptions, and is our opinion of the market as of 9th September 2022 and should not be taken to apply to any other date. Prior to entering into any transaction in respect of the Vessel you should satisfy yourself (by inspection or otherwise) that the assumptions are appropriate and the 'key particulars' set out above are correct. Arrow Valuations gives no assurance that any above stated value can be sustained or is realisable in an actual transaction. This valuation is given solely for the private internal use of the addressee and is not for publication or circulation other than as permitted by Arrow Valuations' Terms of Business and with prior written consent.

Terms of Business

The Valuation is provided in accordance with, and subject to, Arrow Valuations' [Terms of Business](https://arrowship.com/ValuationsTermsofBusiness.pdf). These are available at: <https://arrowship.com/ValuationsTermsofBusiness.pdf>

For and on behalf of
ARROW VALUATIONS

A handwritten signature in black ink, appearing to be 'Benny Wu', with a small horizontal line at the end.

Benny Wu
Managing Director
Date: Hong Kong, 9th September 2022



ARROW

ASIA SHIPBROKERS LIMITED

箭亞船舶經紀有限公司

Suite 2007, 20th Floor, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong

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JINHUI HOLDINGS COMPANY LIMITED

Valuation

As requested, Arrow Valuations has made an assessment of the key particulars of the vessel stated below (the "Vessel") (and other relevant works of reference in its possession) and is able to state that in its opinion the approximate value of the Vessel on 9th September 2022 the assumptions set out below and as between a "willing buyer and a willing seller", is:-

<u>Vessel Name</u>	<u>IMO</u>	<u>Key Particulars</u>	<u>Value - US\$</u>
MV Hanton Trader I	9691412	63,469 DWT / Bulk Carrier / 2014 Built by Jiangsu Hantong Ship Heavy Industry Co Ltd (CHR)	\$25,375,000

Assumptions

This valuation is provided on the following assumptions and bases: the Vessel would be in a position to give early delivery, within an acceptable area, free of charter or any contract of employment, for cash payment on normal commercial terms; (ii) the sellers of the Vessel could give delivery of the Vessel free from all registered encumbrances, maritime liens and all debts; (iii) the Vessel has been maintained to standards expected for a ship of her age and type; (iv) the Vessel fully complies with latest IMO/MARPOL/SOLAS requirements, is in a sound trading condition, being fully classed to the requirements of her Classification Society, is free of recommendations and has clean and valid trading certificates, conforming in all respects with the requirements of the appropriate Registry; (v) the 'key particulars' set out in the table above are correct; and (vi) Arrow Valuations has not made a physical inspection of any Vessel nor has it inspected any classification records. Arrow Valuations does not accept responsibility for the accuracy of the assumptions.

Use and Sharing

This valuation is a statement of opinion only and is based on the above assumptions, and is our opinion of the market as of 9th September 2022 and should not be taken to apply to any other date. Prior to entering into any transaction in respect of the Vessel you should satisfy yourself (by inspection or otherwise) that the assumptions are appropriate and the 'key particulars' set out above are correct. Arrow Valuations gives no assurance that any above stated value can be sustained or is realisable in an actual transaction. This valuation is given solely for the private internal use of the addressee and is not for publication or circulation other than as permitted by Arrow Valuations' Terms of Business and with prior written consent.

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The Valuation is provided in accordance with, and subject to, Arrow Valuations' [Terms of Business](https://arrowship.com/ValuationsTermsofBusiness.pdf). These are available at: <https://arrowship.com/ValuationsTermsofBusiness.pdf>

For and on behalf of
ARROW VALUATIONS

A handwritten signature in black ink, appearing to be 'Benny Wu', with a small horizontal line at the end.

Benny Wu
Managing Director
Date: Hong Kong, 9th September 2022



Octavia House, 1 The Boulevard, Imperial Wharf, London SW6 2UB

Telephone: +44 20 3664 8000 sandp.ldn@arrowship.com

Jinhui Holdings Company Limited
26th Floor Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

Dear Sir or Madam,

Re: Valuation Report of "HANTON TRADER II" for inclusion in the circular of Jinhui Holdings Company Limited regarding the acquisition of the vessel

We refer to the circular to be dated 25th May 2022 (the "Circular") in connection with the major transaction in relation to acquisition of a deadweight 63,485 metric tons bulk carrier "HANTON TRADER II" registered in the Republic of Panama.

We, ARROW VALUATIONS, a professional valuer in London, has been appointed by Jinhui Holdings Company Limited to conduct the valuation of bulk carrier "HANTON TRADER II" to prepare and issue a valuation report of respective vessel (the "Valuation Report") for inclusion in the Circular to be published by Jinhui Holdings Company Limited.

We hereby confirm that we do not have any shareholding in Jinhui Holdings Company Limited, a company listed on The Stock Exchange of Hong Kong Limited, or any member of the Group, including Jinhui Shipping and Transportation Limited or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group and had no direct or indirect interest in any assets acquired or disposed of by or leased to any members of the Group or was proposed to be acquired or disposed of by or leased to any member of the Group since 31 December 2021, being the date to which the latest published audited accounts of the Company was made up.

We hereby consent to the issue of this circular which is expected to be dated 25th May 2022, with the inclusion of the Valuation Report and its expert's statement included in the form and context in which they respectively appear.

For and on behalf of

ARROW VALUATIONS

[Name] SIMON STOKES

[Position] HEAD OF VALUATIONS

Date: 20-5-2022



ARROW

ASIA SHIPBROKERS LIMITED

箭亞船舶經紀有限公司

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E-mail: cape@arrowship.com sandp.hk@arrowship.com capeops@arrowship.com

Jinhui Holdings Company Limited
26th Floor Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

Dear Sir or Madam,

Re: Valuation Report of “WESTERN SANTOS” and “HANTON TRADER I” for inclusion in the circular of Jinhui Holdings Company Limited regarding the acquisition of the vessels

We refer to the circular to be dated 25th October 2022 (the “Circular”) in connection with the major transaction in relation to the acquisition of the Second Vessel of deadweight 63,518 metric tons bulk carrier “WESTERN SANTOS” and acquisition of the Third Vessel of deadweight 63,469 metric tons bulk carrier “HANTON TRADER I”, both registered in the Republic of Panama.

We, ARROW VALUATIONS, a professional valuer, has been appointed by Jinhui Holdings Company Limited to conduct the valuation of bulk carriers “WESTERN SANTOS” and “HANTON TRADER I” to prepare and issue valuation reports of respective vessel (the “Valuation Report”) for inclusion in the Circular to be published by Jinhui Holdings Company Limited.

We hereby confirm that we do not have any shareholding in Jinhui Holdings Company Limited, a company listed on The Stock Exchange of Hong Kong Limited, or any member of the Group, including Jinhui Shipping and Transportation Limited or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group and had no direct or indirect interest in any assets acquired or disposed of by or leased to any members of the Group or was proposed to be acquired or disposed of by or leased to any member of the Group

since 31 December 2021, being the date to which the latest published audited accounts of the Company was made up.

We hereby consent to the issue of this circular which is expected to be dated 25th October 2022, with the inclusion of the Valuation Reports and its expert's statement included in the form and context in which they respectively appear.

For and on behalf of
ARROW VALUATIONS

A handwritten signature in black ink, appearing to be 'Benny Wu', with a stylized, cursive script.

Benny Wu
Managing Director
Date: Hong Kong, 20th October 2022



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致同

Our ref: KK/JLCW/100029

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The Board of Directors
Jinhui Holdings Company Limited
26/F, Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

25 October 2022

**Grant Thornton
Hong Kong Limited**

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中國香港銅鑼灣
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傳真 +852 2895 6500

Dear Sirs,

**Jinhui Holdings Company Limited (the "Company") and its subsidiaries
(the "Group")**

Major Transaction in relation to acquisition of vessels

Consent Letter

We refer to the circular dated 25 October 2022 in connection with the major transaction in relation to acquisition of vessels (the "Acquisition of the Vessels"), (i) a deadweight 63,485 metric tons bulk carrier "JIN PING", formerly named as "HANTON TRADER II", registered in Hong Kong; (ii) a deadweight 63,518 metric tons bulk carrier "WESTERN SANTOS" registered in the Republic of Panama and Philippines; and (iii) a deadweight 63,469 metric tons bulk carrier "JIN CHAO", formerly named as "HANTON TRADER I", registered in Hong Kong (the "Circular"), a copy of which is attached and initialed by us on its front cover for identification purposes.

We hereby consent to the inclusion of our independent reporting accountant's assurance report on the compilation of pro forma financial information of the Group dated 25 October 2022, and the references to our name in the form and context in which they are included in the Circular.

This consent should not be construed as in any way updating or refreshing the aforementioned reports nor do we accept responsibility for such report beyond that owed to those to whom the report was addressed by us at the date of its issue.

Yours faithfully,

Grant Thornton Hong Kong Limited

Certified Public Accountants

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www.grantthornton.cn

The Board of Directors
Jinhui Holdings Company Limited
26th Floor, Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

Date: 28th March 2022

Dear Sirs,

Major Transaction of Jinhui Holdings Company Limited (the “Company”)

FAIRLINE CONSULTANTS LIMITED, incorporated in the British Virgin Islands, being the shareholder of the Company who holds 205,325,568 issued shares (approximately 38.72% of the total issued shares of the Company) and 407,858 issued shares of Jinhui Shipping and Transportation Limited (“Jinhui Shipping”) (approximately 0.37% of the total issued shares of Jinhui Shipping) as at date of this letter. Mr. Ng Siu Fai, Chairman and executive director of the Company, is the beneficial owner holding 51% of FAIRLINE CONSULTANTS LIMITED.

TIMBERFIELD LIMITED, incorporated in the British Virgin Islands, being the shareholder of the Company who holds 136,883,712 issued shares (approximately 25.81% of the total issued shares of the Company) and 260,000 issued shares of Jinhui Shipping (approximately 0.24% of the total issued shares of Jinhui Shipping) as at date of this letter. Mr. Ng Kam Wah, Managing Director and executive director of the Company, is the beneficial owner of TIMBERFIELD LIMITED.

Mr. Ng Siu Fai and Mr. Ng Kam Wah are brothers and the two founders of the Group. FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED, being a closely allied group of shareholders, together hold 342,209,280 shares which represent a controlling interests of approximately 64.53% of the total issued shares of the Company and voting rights in general meetings of the Company and 667,858 issued shares of Jinhui Shipping (approximately 0.61% of the total issued shares of Jinhui Shipping) as at date of this letter.

Under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the acquisition of the vessel “HANTON TRADER II”, a deadweight 63,485 metric tons bulk carrier registered in the Republic of Panama constitutes a major transaction for the Company.

FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED are not interested in the acquisition of vessel “HANTON TRADER II”, other than through its shareholding interest in the Company and Jinhui Shipping as aforesaid.

FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED, hereby irrevocably and unconditionally approve the acquisition of vessel "HANTON TRADER II" on the respective terms of the memorandums of agreement, copy of which is attached thereto.

You are hereby authorised to provide a copy of this approval to The Stock Exchange of Hong Kong Limited and to any other persons to whom disclosure of this approval is deemed appropriate by the Board of Directors of the Company.

Yours faithfully
For and on behalf of
Fairline Consultants Limited



Ng Siu Fai
Authorized Signature

For and on behalf of
Timberfield Limited



Ng Kam Wah
Authorized Signature

The Board of Directors
Jinhui Holdings Company Limited
26th Floor, Yardley Commercial Building
1-6 Connaught Road West
Hong Kong

Date: 9 September 2022

Dear Sirs,

Major Transaction of Jinhui Holdings Company Limited (the “Company”)

FAIRLINE CONSULTANTS LIMITED, incorporated in the British Virgin Islands, being the shareholder of the Company who holds 205,325,568 issued shares (approximately 38.72% of the total issued shares of the Company) and 407,858 issued shares of Jinhui Shipping and Transportation Limited (“Jinhui Shipping”) (approximately 0.37% of the total issued shares of Jinhui Shipping) as at date of this letter. Mr. Ng Siu Fai, Chairman and executive director of the Company, is the beneficial owner holding 51% of FAIRLINE CONSULTANTS LIMITED.

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Under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the acquisition of the first vessel “JIN PING”, formerly named as HANTON TRADER II”, a deadweight 63,485 metric tons bulk carrier registered in Hong Kong; the acquisition of the second vessel “WESTERN SANTOS”, a deadweight 63,518 metric tons bulk carrier registered in the Republic of Panama/Philippines and the acquisition of the third vessel “HANTON TRADER I”, a deadweight 63,469 metric tons bulk carrier registered in the Republic of Panama/Philippines constitutes a major transaction for the Company.

FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED are not interested in the acquisition of three vessels "JIN PING", "WESTERN SANTOS" and "HANTON TRADER I", other than through its shareholding interest in the Company and Jinhui Shipping as aforesaid.

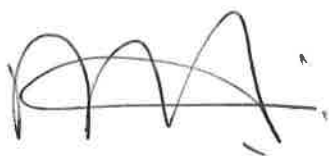
FAIRLINE CONSULTANTS LIMITED and TIMBERFIELD LIMITED, hereby irrevocably and unconditionally approve the acquisition of three vessels "JIN PING", "WESTERN SANTOS" and "HANTON TRADER I" on the respective terms of the memorandums of agreements, copies of which are attached thereto.

You are hereby authorised to provide a copy of this approval to The Stock Exchange of Hong Kong Limited and to any other persons to whom disclosure of this approval is deemed appropriate by the Board of Directors of the Company.

Yours faithfully

For and on behalf of

Fairline Consultants Limited

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Ng Siu Fai
Authorized Signature

For and on behalf of

Timberfield Limited

A handwritten signature in black ink, featuring a large, stylized 'N' and 'K' followed by a vertical line.

Ng Kam Wah
Authorized Signature