

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	
)	Chapter 11
INTERNATIONAL SHIPHOLDING)	
CORPORATION, <i>et al.</i> , ¹)	Case No. 16-12220 (SMB)
)	
Debtors.)	Jointly Administered
)	

**ORDER AUTHORIZING THE DEBTORS TO (I) CONSUMMATE THE SALE
OF THE GREEN DALE, (II) REJECT THE TIME CHARTER, AND (III) PAY JACQ.
PIEROT JR. & SONS, INC. AND H CLARKSON & COMPANY LIMITED
COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND
REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED**

Upon the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”)² for entry of this Order authorizing the Debtors to (i) consummate the sale of the Green Dale pursuant to the Memorandum of Agreement attached hereto as **Exhibit 1** (the “MOA”) dated as of April 7, 2017, between LCI Shipholdings, Inc., and Sallaum Lines SAL free of clear of all liens, claims, and encumbrances, (ii) the Time Charter upon the transfer of the Green Dale; and (iii) remit payment to Jacq. Pierot Jr. & Sons, Inc. and H Clarkson & Company Limited for fees and any reimbursable expenses authorized pursuant to the order approving their retention to effectuate the sale of the Green Dale; and the Court having jurisdiction to consider the motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States Southern District of New York,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: International Shipholding Corporation (9662); Enterprise Ship Co. (9059); Sulphur Carriers, Inc. (8965); Central Gulf Lines, Inc. (8979); Coastal Carriers, Inc. (6278); Waterman Steamship Corporation (0640); N.W. Johnsen & Co., Inc. (8006); LMS Shipmanagement, Inc. (0660); U.S. United Ocean Services, LLC (1160); Mary Ann Hudson, LLC (8478); Sheila McDevitt, LLC (8380); Tower LLC (6755); Frascati Shops, Inc. (7875); Gulf South Shipping PTE LTD (8628); LCI Shipholdings, Inc. (8094); and Marco Shipping Company PTE LTD (4570). The service address for each of the above Debtors is 601 Poydras Street, Pan American Building, Suite 1850, New Orleans, Louisiana 70130.

² Capitalized terms used but not otherwise defined herein have the meanings set forth in the motion.

dated as of January 31, 2012; and consideration of the motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. §§ 157(b)(2); and venue being proper in this jurisdiction pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the motion; and upon the Estrada Declaration, the Pierot Declaration, the Rogers Declaration, the record of the hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and that the legal and factual bases set forth in the motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **FOUND AND DETERMINED THAT:**

A. The transaction contemplated by the MOA constitutes the highest and best offer for the Green Dale, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the MOA constitutes the highest and best offer constitutes a valid and sound exercise of the Debtors' business judgment.

B. The MOA represents a fair and reasonable offer to purchase the Green Dale under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Green Dale for greater value to the Debtors' estates than the Buyer.

C. Approval of the motion and the MOA and the consummation of the transactions contemplated thereby are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

D. The terms of the MOA and the sale transaction contemplated therein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are the best available to the Debtors under the circumstances.

E. LCI Shipholdings, Inc., may sell the Green Dale free and clear of all liens, claims, and encumbrances because, in each case, the party asserting an interest could be compelled, in a legal or equitable proceeding, to accept money satisfaction for its interests or has consented to such sale.

F. The Debtors' decision to reject the Time Charter effective as of the closing of the MOA is an exercise of the Debtors' business judgment.

G. Jacq. Pierot Jr. & Sons, Inc. and H Clarkson & Company Limited were retained pursuant to Bankruptcy Code section 328(a) according to the terms of the Brokers Retention Order and the Brokerage Agreement, and the terms and conditions of such retention have not proven improvident in light of developments not capable of being anticipated at the time of the retention.

H. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent that any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The motion is granted to the extent set forth herein.
2. The Time Charter shall be rejected at the earlier of (i) the transfer of the Green Dale in accordance with the MOA or (ii) the Effective Date. Any party asserting a claim arising

from the rejection of the Time Charter must file proof of such within thirty (30) days of the later of (i) the transfer of the Green Dale or (ii) the Effective Date to file proof of such claim.

3. Subject to paragraph 7 of this Order, notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim against the Debtors, the creation of an administrative priority claim on account of the pre-petition obligations sought to be paid, or the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

4. The MOA, and all of the terms and conditions thereof, is hereby approved.

5. Pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f), the Debtors are authorized, and empowered to take any and all actions necessary or appropriate to consummate the sale transaction of the Green Dale with the Buyer upon the terms and subject to the conditions set forth in the MOA and this Order, without further application to, or order of, the Court.

6. Upon closing under the MOA, the Buyer shall take title to and possession of the Green Dale free and clear of all liens, claims, and encumbrances pursuant to Bankruptcy Code section 363(f).

7. Subject to paragraph 8 of this Order, and notwithstanding anything contained in the Motion, the MOA, or any other sale documents, the sale proceeds of the Green Dale transaction, less closing costs and the fees and expenses owed to H Clarkson & Company Limited and Jacq. Pierot Jr. & Sons, Inc. pursuant to the Brokerage Agreement (the “Brokers’ Compensation”), shall be held in a segregated account of the Debtors, and any and all liens and/or security interests against the Green Dale shall attach to such proceeds in the same priority

as the liens and/or security interests against the Green Dale (including, for the avoidance of doubt, as such priority is set forth in the Final DIP Order), and such proceeds shall only be released (i) pursuant to the terms of the Plan or (ii) upon further order of the Bankruptcy Court authorizing the withdrawal of such funds, free and clear of all liens and encumbrances.

8. The Debtors admit, acknowledge, stipulate and agree that upon closing of the MOA, Citizens will have a valid, perfected, binding, non-avoidable, and enforceable first priority security interest in, and liens on, the proceeds from the sale transaction contemplated under the MOA, subject only to the priming lien of the DIP Lenders and the payment of the Brokers' Compensation.

9. Except as expressly permitted or otherwise specifically provided in this Order, all persons or entities holding liens, claims, or encumbrances on all or any portion of the Green Dale arising under or out of, in connection with, or in any way relating to the Debtors, the Green Dale, the operation of the Debtors' business prior to the closing of the Green Dale sale transaction, or the transfer of the Green Dale to the Buyer, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, or their property, such persons' or entities' liens, claims, and encumbrances in and to the Green Dale.

10. The provisions of this Order authorizing the sale of the Green Dale by the Debtors free and clear of liens, claims, and encumbrances shall be self-executing, and none of the Debtors, the Buyer, or any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to the sale; *provided, however*, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the MOA or as otherwise set forth in this Order or requested by Buyer.

11. Without limiting the foregoing, upon consummation of the transactions set forth in the MOA, the Buyer shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any lien or encumbrance with respect to the Green Dale (but not the proceeds thereof) that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code. A certified copy of this Order may be filed with the appropriate clerk and/or recorded to act to cancel any of the liens, claims, and encumbrances on the Green Dale of record.

12. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons or entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by MOA; provided that nothing herein shall relieve any entity of the obligation to pay filing fees required to be paid under non-bankruptcy law.

13. If any person or entity which has filed statements or other documents or agreements evidencing liens, claims, and encumbrances on, interests in, all or a portion of the Green Dale shall not have delivered to the Debtors prior to the closing of the MOA, in proper form for filing and executed by appropriate parties, termination statements, instruments of

satisfaction, releases of liens and easements, and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all liens, claims, and encumbrances on the Green Dale, which the person or entity has or may assert with respect to all or any portion of the Green Dale, the Debtors are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Green Dale.

14. The Buyer is purchasing the Green Dale in good faith and is a good faith buyer within the meaning of Bankruptcy Code section 363(m), has not violated Bankruptcy Code section 363(n) by any action or inaction, and the negotiation and execution of the MOA was at arms' length and in good faith.

15. Upon closing under the MOA, the Debtors are authorized to pay from the proceeds of the sale (i) Jacq. Pierot Jr. & Sons, Inc. \$34,000 in fees and \$0 in expenses and (ii) H Clarkson & Company Limited \$68,000 in fees and \$0 in expenses.

16. Notice of the motion as provided herein was good and sufficient and such notice satisfies the requirements of Bankruptcy Rules 6004(a) and 6006(c) and the Local Bankruptcy Rules.

17. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), this order shall be immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this order.

19. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this order.

New York, New York
Dated: May 1st, 2017

/s/ STUART M. BERNSTEIN
United States Bankruptcy Judge

EXHIBIT 1

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

Norwegian Shipbrokers' Association's
Memorandum of Agreement for sale and
purchase of ships. Adopted by BIMCO in 1956.
Code-name
SALEFORM 2012
Revised 1966, 1983 and 1986/87, 1993 and 2012

Explanatory Notes for SALEFORM 2012 are available from BIMCO at: www.bimco.org
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Dated: 7th April 2017 1

LCI Shipholdings, Inc., Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (*Name of sellers*), hereinafter called the "Sellers", have agreed to sell, and Sallaum Lines SAL or nominee (nominee to be fully owned entity controlled by the Sallaum Group of companies) (*Name of buyers*), hereinafter called the "Buyers", have agreed to buy: 2

Name of vessel: M/V Green Dale 4

IMO Number: 9181376 5

Classification Society: ABS 6

Class Notation: A1, AMS, ACCU 7

Year of Build: 1999 Builder/Yard: Kanasashi Co. Ltd. Toyohashi Works 8

Flag: Marshall Island Place of Registration: Majuro GT/NT/LDT: 50,087/15,027/13,298 (see Appendix No.1 & Appendix No.2) 9

hereinafter called the "Vessel", on the following terms and conditions: 10

Definitions 11

"Banking Days" are days on which banks are open both in the country of the currency stipulated for the Purchase Price in Clause 1 (Purchase Price) and in the place of closing stipulated in Clause 8 (Documentation) and **Switzerland, Lebanon, Dubai** (*add additional jurisdictions as appropriate*). 12-14

"Buyers' Nominated Flag State" means **Panama** (*state flag state*). 15

"Class" means the class notation referred to above. 16

"Classification Society" means the Society referred to above. 17

"Deposit" shall have the meaning given in Clause 2 (Deposit) 18

"Deposit Holder" means **JACQ. PIEROT JR. & SONS, INC. New York as Escrow Agent** (*state name and location of Deposit Holder*) or, if left blank, the ~~Sellers' Bank~~, which shall hold and release the Deposit in accordance with this Agreement. 19-20

"In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a registered letter, e-mail or telefax. 21-22

"Parties" means the Sellers and the Buyers. 23

"Purchase Price" means the price for the Vessel as stated in Clause 1 (Purchase Price). 24

"Sellers' Account" means [REDACTED] (*state details of bank account*) at the Sellers' Bank. 25

"Sellers' Bank" means **Regions Bank** (*state name of bank, branch and details*) or, if left blank, the bank notified by the Sellers to the Buyers for receipt of the balance of the Purchase Price. 26-27

1. Purchase Price 28

The Purchase Price is **USD 6,800,000 (United States Dollars Six Million Eight Hundred Thousand)** (*state currency and amount both in words and figures*). 29

2. Deposit 30

As security for the correct fulfilment of this Agreement the Buyers shall lodge a deposit of **10% (ten per cent)** or, if left blank, ~~10% (ten per cent)~~, of the Purchase Price (the "Deposit") in an interest bearing account for the Parties with the Deposit Holder within three (3) Banking Days after the date that: 31-34

(i) this Agreement has been signed by the Parties and exchanged in original or by e-mail or telefax; and 35-36

(ii) the Deposit Holder has confirmed in writing to the Parties that the account has been 37

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opened.	38
The Deposit shall be released in accordance with joint written instructions of the Parties.	39
Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the	40
Deposit shall be borne equally by the Parties. The Parties shall provide to the Deposit Holder	41
all necessary documentation to open and maintain the account without delay.	42
3. Payment	43
On delivery of the Vessel, but not later than three (3) Banking Days after the date that Notice of	44
Readiness has been given in accordance with <u>Clause 5</u> (Time and place of delivery and	45
notices):	46
(i) the Deposit shall be released to the Sellers; and	47
(ii) the balance of the Purchase Price and all other sums payable on delivery by the Buyers	48
to the Sellers under this Agreement shall be paid in full free of bank charges to the	49
Sellers' Account.	50
4. Inspection	51
(a)* The Buyers have inspected and accepted the Vessel's classification records. The Buyers	52
have also inspected the Vessel at/in <u>Freeport, Bahamas</u> (state place) on <u>8th February 2017</u> (state	53
date) and have	
accepted the Vessel following this inspection and the sale is outright and definite, subject only	54
to the terms and conditions of this Agreement.	55
(b)* The Buyers shall have the right to inspect the Vessel's classification records and declare	56
whether same are accepted or not within _____ (state date/period).	57
The Sellers shall make the Vessel available for inspection at/in _____ (state place/range) within	58
_____ (state date/period).	59
The Buyers shall undertake the inspection without undue delay to the Vessel. Should the	60
Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.	61
The Buyers shall inspect the Vessel without opening up and without cost to the Sellers.	62
During the inspection, the Vessel's deck and engine log books shall be made available for	63
examination by the Buyers.	64
The sale shall become outright and definite, subject only to the terms and conditions of this	65
Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from	66
the Buyers within seventy two (72) hours after completion of such inspection or after the	67
date/last day of the period stated in <u>line 59</u>, whichever is earlier.	68
Should the Buyers fail to undertake the inspection as scheduled and/or notice of acceptance of	69
the Vessel's classification records and/or of the Vessel not be received by the Sellers as	70
aforesaid, the Deposit together with interest earned, if any, shall be released immediately to the	71
Buyers, whereafter this Agreement shall be null and void.	72
*4(a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions,	73
alternative 4(a) shall apply.	74
5. Time and place of delivery and notices	75
(a) The Vessel shall be delivered and taken over safely afloat at a safe and accessible berth or	76
anchorage at/in <u>Jacksonville, Florida</u> (state place/range) in the Sellers' option.	77
Notice of Readiness shall not be tendered before: 1st April 2017 (date)	78
Cancelling Date (see <u>Clauses 5(c), 6 (a)(i), 6 (a) (iii) and 14</u>): 1st June 2017	79
(b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall	80
provide the Buyers with thirty (30) days approximate notice and twenty (20), ten (10), five (5) and	81
three (3) days' notice of the date the	
Sellers intend to tender Notice of Readiness and of the intended place of delivery.	82
When the Vessel is at the place of delivery and physically ready for delivery in accordance with	83
this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery.	84
(c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the	85
Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing	86
stating the date when they anticipate that the Vessel will be ready for delivery and proposing a	87
new Cancelling Date. Upon receipt of such notification the Buyers shall have the option of	88
either cancelling this Agreement in accordance with <u>Clause 14</u> (Sellers' Default) within three (3)	89

Handwritten signature/initials

Handwritten signature

Banking Days of receipt of the notice or of accepting the new date as the new Cancelling Date.	90
If the Buyers have not declared their option within three (3) Banking Days of receipt of the Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers' notification shall be deemed to be the new Cancelling Date and shall be substituted for the Cancelling Date stipulated in <u>line 79</u> .	91 92 93 94
If this Agreement is maintained with the new Cancelling Date all other terms and conditions hereof including those contained in <u>Clauses 5(b) and 5(d)</u> shall remain unaltered and in full force and effect.	95 96 97
(d) Cancellation, failure to cancel or acceptance of the new Cancelling Date shall be entirely without prejudice to any claim for damages the Buyers may have under <u>Clause 14</u> (Sellers' Default) for the Vessel not being ready by the original Cancelling Date.	98 99 100
(e) Should the Vessel become an actual, constructive or compromised total loss before delivery the Deposit together with interest earned, if any, shall be released immediately to the Buyers net of any bank fees, whereafter this Agreement shall be null and void.	101 102 103
6. Divers Inspection / Drydocking	104
(a)*	105
(i) The Buyers shall have the option at their cost and expense to arrange for an underwater inspection by a diver approved by the Classification Society prior to the delivery of the Vessel. Such option shall be declared latest nine (9) days prior to the Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to <u>Clause 5(b)</u> of this Agreement. The Sellers shall at their cost and expense make the Vessel available for such inspection. This inspection shall be carried out without undue delay and in the presence of a Classification Society surveyor arranged for by the Sellers and paid for by the Buyers. The Buyers' representative(s) shall have the right to be present at the diver's inspection as observer(s) only without interfering with the work or decisions of the Classification Society surveyor. The extent of the inspection and the conditions under which it is performed shall be to the satisfaction of the Classification Society. If the conditions at the place of delivery are unsuitable for such inspection, the Sellers shall at their cost and expense make the Vessel available at a suitable alternative place near to the delivery port, in which event the Cancelling Date shall be extended by the additional time required for such positioning and the subsequent re-positioning. The Sellers may not tender Notice of Readiness prior to completion of the underwater inspection.	106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121
(ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, then (1) unless repairs can be carried out afloat to the satisfaction of the Classification Society, the Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules (2) such defects shall be made good by the Sellers at their cost and expense to the satisfaction of the Classification Society without condition/recommendation** and (3) the Sellers shall pay for the underwater inspection and the Classification Society's attendance.	122 123 124 125 126 127 128 129 130 131
Notwithstanding anything to the contrary in this Agreement, if the Classification Society do not require the aforementioned defects to be rectified before the next class drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects against a deduction from the Purchase Price of the estimated direct cost (of labour and materials) of carrying out the repairs to the satisfaction of the Classification Society, whereafter the Buyers shall have no further rights whatsoever in respect of the defects and/or repairs. The estimated direct cost of the repairs shall be the average of quotes for the repair work obtained from two reputable independent shipyards at or in the vicinity of the port of delivery, one to be obtained by each of the Parties within two (2) Banking Days from the date of the imposition of the condition/recommendation, unless the Parties agree otherwise. Should either of the Parties fail to obtain such a quote within the stipulated time then the quote duly obtained by the other Party shall be the sole basis for the estimate of the direct repair costs. The Sellers may not tender Notice of Readiness prior to such estimate having been established.	132 133 134 135 136 137 138 139 140 141 142 143 144 145
(iii) If the Vessel is to be drydocked pursuant to Clause 6(a)(ii) and no suitable dry-docking facilities are available at the port of delivery, the Sellers shall take the Vessel to a port where suitable drydocking facilities are available, whether within or outside the delivery range as per Clause 5(a). Once drydocking has taken place the Sellers shall deliver the Vessel at a port within the delivery range as per Clause 5(a) which shall, for the purpose of this Clause, become the new port of delivery. In such event the Cancelling Date shall	146 147 148 149 150 151

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be extended by the additional time required for the drydocking and extra steaming, but limited to a maximum of fourteen (14) days.	152 153
(b)* The Sellers shall place the Vessel in drydock at the port of delivery for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules. If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, such defects shall be made good at the Sellers' cost and expense to the satisfaction of the Classification Society without condition/recommendation**. In such event the Sellers are also to pay for the costs and expenses in connection with putting the Vessel in and taking her out of drydock, including the drydock dues and the Classification Society's fees. The Sellers shall also pay for these costs and expenses if parts of the tailshaft system are condemned or found defective or broken so as to affect the Vessel's class. In all other cases, the Buyers shall pay the aforesaid costs and expenses, dues and fees.	154 155 156 157 158 159 160 161 162 163 164 165
(c) If the Vessel is drydocked pursuant to Clause 6 (a)(ii) or 6 (b) above:	166
(i) The Classification Society may require survey of the tailshaft system, the extent of the survey being to the satisfaction of the Classification surveyor. If such survey is not required by the Classification Society, the Buyers shall have the option to require the tailshaft to be drawn and surveyed by the Classification Society, the extent of the survey being in accordance with the Classification Society's rules for tailshaft survey and consistent with the current stage of the Vessel's survey cycle. The Buyers shall declare whether they require the tailshaft to be drawn and surveyed not later than by the completion of the inspection by the Classification Society. The drawing and refitting of the tailshaft shall be arranged by the Sellers. Should any parts of the tailshaft system be condemned or found defective so as to affect the Vessel's class, those parts shall be renewed or made good at the Sellers' cost and expense to the satisfaction of Classification Society without condition/recommendation**.	167 168 169 170 171 172 173 174 175 176 177 178
(ii) The costs and expenses relating to the survey of the tailshaft system shall be borne by the Buyers unless the Classification Society requires such survey to be carried out or if parts of the system are condemned or found defective or broken so as to affect the Vessel's class, in which case the Sellers shall pay these costs and expenses.	179 180 181 182
(iii) The Buyers' representative(s) shall have the right to be present in the drydock, as observer(s) only without interfering with the work or decisions of the Classification Society surveyor.	183 184 185
(iv) The Buyers shall have the right to have the underwater parts of the Vessel cleaned and painted at their risk, cost and expense without interfering with the Sellers' or the Classification Society surveyor's work, if any, and without affecting the Vessel's timely delivery. If, however, the Buyers' work in drydock is still in progress when the Sellers have completed the work which the Sellers are required to do, the additional docking time needed to complete the Buyers' work shall be for the Buyers' risk, cost and expense. In the event that the Buyers' work requires such additional time, the Sellers may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst the Vessel is still in drydock and, notwithstanding Clause 5(a), the Buyers shall be obliged to take delivery in accordance with Clause 3 (Payment), whether the Vessel is in drydock or not.	186 187 188 189 190 191 192 193 194 195 196
*6 (a) and 6 (b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 6 (a) shall apply.	197 198
**Notes or memoranda, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.	199 200
7. Spares, bunkers and other items	201
The Sellers shall deliver the Vessel to the Buyers with everything belonging to her on board and on shore. All spare parts and spare equipment including spare tail-end shaft(s) and/or spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of inspection used or unused, whether on board or not shall become the Buyers' property, but spares on order are excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers are not required to replace spare parts including spare tail-end shaft(s) and spare propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyers. Unused stores and provisions shall be included in the sale and be taken over by the Buyers without extra payment.	202 203 204 205 206 207 208 209 210
Library and forms exclusively for use in the Sellers' vessel(s) and captain's, officers' and crew's personal belongings including the slop chest are excluded from the sale without compensation.	211 212

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as well as the following additional items: _____ (include list)	213
Items on board which are on hire or owned by third parties, listed as follows, are excluded from the sale without compensation: (include list)	214 215
Gas bottles Unitor	
O-5 6 cyl	
A-5 5 cyl	
O-40 5 cyl	
A-40 3 cyl	
N-50 1 cyl	
R-56 6 cyl	
R-12 2 cyl	
Life rafts Viking (4 x 25DK) + (1 x 6DK).	
FBB equipment Stratos - Sailor FB500 1 unit	
On board training videos Videotel 1 unit.	
Manuals as listed in Appendix No.3 are not included in the sale.	
The super slow steaming equipment (blowers and valves) belonging to NYK shall be included in the sale at an additional cost of Usd USD 37,391.	
Lashing material as listed in Appendix No.4 is included in the sale at no additional cost.	
Items on board at the time of inspection which are on hire or owned by third parties, not listed above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense.	216 217
The Buyers shall take over remaining bunkers and unused lubricating and hydraulic oils and greases in storage tanks and unopened drums and pay either:	218 219
(a) *the actual net price (excluding barging expenses) as evidenced by invoices or vouchers; or	220
(b) *the current net market price (excluding barging expenses) at the port and date of delivery of the Vessel or, if unavailable, at the nearest bunkering port,	221 222
for the quantities taken over.	223
Payment under this Clause shall be made at the same time and place and in the same currency as the Purchase Price, except minor differences between estimated and actual bunkers on board on delivery (in favour of Sellers or Buyers) to be adjusted within 5 banking days after closing.	224 225
"inspection" in this <u>Clause 7</u> , shall mean the Buyers' inspection according to <u>Clause 4(a)</u> or <u>4(b)</u> (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.	226 227 228
*(a) and (b) are alternatives, delete whichever is not applicable. In the absence of deletions alternative (a) shall apply.	229 230
8. Documentation	231
The place of closing: New York	232
(a) In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the following delivery documents:	233 234
(i) Legal Bill(s) of Sale in a form recordable in the Buyers' Nominated Flag State, transferring title of the Vessel and acknowledging that in accordance with the Sale Order, stating that the Vessel is free from all mortgages, encumbrances and maritime liens or any other debts whatsoever, duly notarially attested and legalised or apostilled, as required by the Buyers' Nominated Flag State;	235 236 237 238
(ii) Evidence that all necessary corporate, shareholder and other action has been taken by the Sellers to authorise the execution, delivery and performance of this Agreement;	239 240
(iii) Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Agreement, duly notarially attested and legalised or apostilled (as appropriate);	241 242 243
(iv) Certificate or Transcript of Registry issued by the competent authorities of the flag state on the date of delivery evidencing the Sellers' ownership of the Vessel and that the Vessel is free from registered encumbrances and mortgages, to be faxed or e-mailed by	244 245 246

such authority to the closing meeting with the original to be sent to the Buyers as soon as possible after delivery of the Vessel;	247 248
(v) Declaration of Class or (depending on the Classification Society) a Class Maintenance Certificate issued within three (3) Banking Days prior to delivery confirming that the Vessel is in Class free of condition/recommendation;	249 250 251
(vi) Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that the registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith and provide a certificate or other official evidence of deletion to the Buyers promptly and latest within four (4) weeks after the Purchase Price has been paid and the Vessel has been delivered;	252 253 254 255 256 257 258
(vii) A copy of the Vessel's Continuous Synopsis Record certifying the date on which the Vessel ceased to be registered with the Vessel's registry, or, in the event that the registry does not as a matter of practice issue such certificate immediately, a written undertaking from the Sellers to provide the copy of this certificate promptly upon it being issued together with evidence of submission by the Sellers of a duly executed Form 2 stating the date on which the Vessel shall cease to be registered with the Vessel's registry;	259 260 261 262 263 264
(viii) Commercial Invoice for the Vessel;	265
(ix) Commercial Invoice(s) for bunkers, lubricating and hydraulic oils and greases; and super slow steaming equipment.	266
(x) A copy of the Sellers' letter to their satellite communication provider cancelling the Vessel's communications contract which is to be sent immediately after delivery of the Vessel;	267 268 269
(xi) Any additional documents as may reasonably be required by the competent authorities of the Buyers' Nominated Flag State for the purpose of registering the Vessel, provided the Buyers notify the Sellers of any such documents as soon as possible after the date of this Agreement; and	270 271 272 273
(xii) The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not black listed by any nation or international organisation.	274 275
(b) At the time of delivery the Buyers shall provide the Sellers with:	276
(i) Evidence that all necessary corporate, shareholder and other action has been taken by the Buyers to authorise the execution, delivery and performance of this Agreement; and	277 278
(ii) Power of Attorney of the Buyers appointing one or more representatives to act on behalf of the Buyers in the performance of this Agreement, duly notarially attested and legalised or apostilled (as appropriate).	279 280 281
(c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English language they shall be accompanied by an English translation by an authorised translator or certified by a lawyer qualified to practice in the country of the translated language.	282 283 284
(d) The Parties shall to the extent possible exchange copies, drafts or samples of the documents listed in Sub-clause (a) and Sub-clause (b) above for review and comment by the other party not later than _____ (state number of days), or if left blank, nine (9) days prior to the Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to Clause 5(b) of this Agreement.	285 286 287 288 289
(e) Concurrent with the exchange of documents in Sub-clause (a) and Sub-clause (b) above, the Sellers shall also hand to the Buyers the classification certificate(s) as well as all plans, drawings and manuals, (excluding ISM/ISPS manuals), which are on board the Vessel. Other certificates which are on board the Vessel shall also be handed over to the Buyers unless the Sellers are required to retain same, in which case the Buyers have the right to take copies.	290 291 292 293 294
(f) Other technical documentation which may be in the Sellers' possession shall promptly after delivery be forwarded to the Buyers at their expense, if they so request. The Sellers may keep the Vessel's log books but the Buyers have the right to take copies of same.	295 296 297
(g) The Parties shall sign and deliver to each other a Protocol of Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.	298 299
9. Encumbrances	300

The Sellers "Sale Order" shall provide warrant that the Vessel, at the time of delivery, is free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever, and is not subject to Port State or other administrative detentions or any claim. The Sellers hereby undertake to indemnify the Buyers against all consequences of claims made against the Vessel which have been incurred prior to the time of delivery.	301 302 303 304 305
10. Taxes, fees and expenses	306
Any taxes, fees and expenses in connection with the purchase and registration in the Buyers' Nominated Flag State shall be for the Buyers' account, whereas similar charges in connection with the closing of the Sellers' register shall be for the Sellers' account.	307 308 309
11. Condition on delivery	310
The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is delivered to the Buyers, but subject to the terms and conditions of this Agreement she shall be delivered and taken over as she was at the time of inspection, fair wear and tear excepted.	311 312 313
However, the Vessel shall be delivered free of cargo and free of stowaways with her Class maintained without condition/recommendation*, free of average damage affecting the Vessel's class, and with her classification certificates and national certificates, as well as all other certificates the Vessel had at the time of inspection, valid and unextended without condition/recommendation* by the Classification Society or the relevant authorities at the time of delivery.	314 315 316 317 318 319
"inspection" in this <u>Clause 11</u> , shall mean the Buyers' inspection according to <u>Clause 4(a)</u> or <u>4(b)</u> (Inspections), if applicable. If the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.	320 321 322
<i>*Notes and memoranda, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.</i>	323 324
12. Name/markings	325
Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel markings.	326 327
13. Buyers' default	328
Should the Deposit not be lodged in accordance with <u>Clause 2</u> (Deposit), the Sellers have the right to cancel this Agreement, and they shall be entitled to claim compensation for their losses and for all expenses incurred together with interest.	329 330 331
Should the Purchase Price not be paid in accordance with <u>Clause 3</u> (Payment), the Sellers have the right to cancel this Agreement, in which case the Deposit together with interest earned, if any, shall be released to the Sellers. If the Deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest.	332 333 334 335 336
14. Sellers' default	337
Should the Sellers fail to give Notice of Readiness in accordance with <u>Clause 5(b)</u> or fail to be ready to validly complete a legal transfer by the Cancelling Date the Buyers shall have the option of cancelling this Agreement. If after Notice of Readiness has been given but before the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not made physically ready again by the Cancelling Date and new Notice of Readiness given, the Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this Agreement, the Deposit together with interest earned, if any, shall be released to them immediately.	338 339 340 341 342 343 344 345
Should the Sellers fail to give Notice of Readiness by the Cancelling Date or fail to be ready to validly complete a legal transfer as aforesaid they shall make due compensation to the Buyers for their loss and for all expenses together with interest if their failure is due to proven negligence and whether or not the Buyers cancel this Agreement.	346 347 348 349
In the event that approval of the Bankruptcy Court is not given and the Sale Order not provided as per Clause 19 herein by 31st May 2017, the Deposit shall be returned to the Buyers net of any bank fees within three (3) banking days after either the Bankruptcy Court's decision or 31st May 2017, whatever the earlier case may be.	
15. Buyers' representatives	350
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 the Vessel at their sole risk and	351 352

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expense.	353
These representatives are on board for the purpose of familiarisation and in the capacity of observers only, and they shall not interfere in any respect with the operation of the Vessel. The Buyers and the Buyers' representatives shall sign the Sellers' P&I Club's standard letter of indemnity prior to their embarkation.	354 355 356 357
16. Law and Arbitration	358
(a) *This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	359 360 361 362
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	363 364 365
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both Parties as if the sole arbitrator had been appointed by agreement.	366 367 368 369 370 371 372 373 374 375
In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	376 377 378
(b) *This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the substantive law (not including the choice of law rules) of the State of New York and any dispute arising out of or in connection with this Agreement shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	379 380 381 382 383 384 385 386
In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.	387 388 389
(c) This Agreement shall be governed by and construed in accordance with the laws of _____ (state place) and any dispute arising out of or in connection with this Agreement shall be referred to arbitration at _____ (state place), subject to the procedures applicable there.	390 391 392
*16(a), 16(b) and 16(c) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 16(a) shall apply.	393 394
17. Notices	395
All notices to be provided under this Agreement shall be in writing.	396
Contact details for recipients of notices are as follows:	397
For the Buyers: Sallaum Lines Germany GmbH, Grosse Baeckerstrasse 3, 20095 Hamburg, Germany / Email: md@sallaumlines.de / PIC: Kay Lemcke.	398
For the Sellers: Brooke Y. Grehan, LCI Shipholdings, Inc, email: grehanby@intship.com.	399
18. Entire Agreement	400
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, with the exception of any commission agreement between the Parties and their brokers.	401 402 403
Each of the Parties acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in this Agreement.	404 405 406
Any terms implied into this Agreement by any applicable statute or law are hereby excluded to	407

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the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

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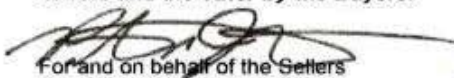
19. Approval of the Bankruptcy Court

On July 31, 2016, the Seller filed voluntary petitions pursuant to Title 11 of Chapter 11 of the United States Bankruptcy Code. The Seller's case is pending before the United States Bankruptcy Court for the Southern District of New York (the Bankruptcy Court). The sale of the Vessel is expressly contingent upon the entry of an order (the Sale Order) from the Bankruptcy Court approving the sale of the Vessel to the Buyer free and clear of all liens, claims and encumbrances.

20. Commission

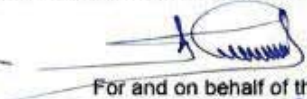
An address commission of 2% of the purchase price is payable to the Buyers, which may be paid by way of deduction from the purchase price.

This agreement is drawn in two originals of even tenor and date, one to be retained by the Sellers and the other by the Buyers.


For and on behalf of the Sellers

Name: PETER M. JOHNSTON

Title: E.V.P.


For and on behalf of the Buyers

Name: Haytham Hammond

Title: G.M.

10/04/2017