

Annex V

To date, the following two maritime agency firms domiciled in China have advised that they will offer services to act as agents for overseas operators to negotiate and sign spill response contracts on their behalf:

China Marine Services Co., Ltd

Beijing Office

Room 907, A Building, Century Square,

No.99 Wangfujing Avenue,

Beijing 100006,

Email: cms@cmsonline.net;

Tel: +86 10 6526 9189

Fax: +86 10 6526 2060

Contact name: Mr Chen Keyu

E-mail: kychen@cmsonline.net

Huatai Insurance Agency & Consultant Service Ltd.

14F China Re Building, No.11 Jin Rong Avenue,

Xicheng District,

Beijing 100033,

E-mail: osro.bj@huatai-serv.com

Contact name: Ms He Miao

Email: hemiao@huatai-serv.com

Tel: 86 10 6657 6587

Fax: 86 10 6657 6501

Details of their service proposals follow.



北京中英衡达海事顾问有限公司
CHINA MARINE SERVICES COMPANY LTD.

The Service Profile of CMS to assist shipowners/operators in contracting with SPROs

Service Scope

- (1) Advice and update the identity and status of MSA-approved SPROs for the designated ports;
- (2) Negotiate with SPROs to ensure the agreement being concluded is on form of the MSA Agreement for Ship Pollution Response, as well as including supplement clauses recommended by the International Group (IG Sample Agreement 6 December 2011).
- (3) Provide one-stop solution for shipowners/operators whose ships may call a number of ports in China, by securing a nation-wide SPROs network available.
- (4) Renewal of the agreement, as required by the shipowners/operators

Service Rate

Option 1: Annual rate for multiple entries of any ports in China

[Note: CMS has set up direct contacts with more than 50 SPROs of level 1 & 2 (pending MSA certification) over 35 ports in China, so as to make the nation-wide SPROs network available for the shipowners/operators to get the one-stop solution. By choosing Option 1, shipowners/operators pay a registration fee for CMS service and choose retainer fee package for its fleet and get the convenience of entering any ports in China.]

USD 2,000/year (CMS service registration fee) + SPRO retainer fee package*

**refer to CMS Service Contract for details*

Option 2: Occasional call rate for entry of one particular port

[Note: The option is designed for those shipowners having few ships calling Chinese ports occasionally. In case an emergency assistance is needed, CMS would like to help choose one appropriate individual SPRO to catch her port entry requirement urgently]

USD 300 /contract (CMS annual service fee) + SPRO retainer fee (charged by individual SPRO)

地址: 北京市东城区王府井大街 99 号世纪大厦 A907 室 邮编 P.C.: 100006

Add: Room A907 Century Square, No.99 Wangfujing Ave.

Dong Cheng District, Beijing P.R.C.

电话 Tel: 0086-10-65269189, 65265702 传真 Fax: 0086-10-65262060

网址 Http: www.cmsonline.net 值班电话 Duty Phone: 13911699199

上海分公司地址: 上海浦东大道 1200 号巨洋大厦 304 室 邮编 P.C.: 200135

Shanghai Branch Add: Room 304, Juyang Building, No. 1200 Pudong Avenue, Shanghai P.R.C

电话 Tel: 0086-21-68533641, 68533642

传真 Fax: 0086-21-58851676



北京中英衡达海事顾问有限公司
CHINA MARINE SERVICES COMPANY LTD.

Oil Spill Response Services Advisory Agreement for Vessels Operating in Chinese Waters

This Oil Spill Response Services Advisory Agreement (“**AGREEMENT**”) is made and entered into on this _____ day of _____, _____ by and between China Marine Services Company Ltd. (“**CMS**”), and _____ (“**COMPANY**”), and shall remain in force until terminated as described in the General Provision section below.

PURPOSE

Regulations of People’s Republic of China on the Administration of Prevention and Control of Pollution to the Marine Environment by Vessels (“**REGULATIONS**”) require that the operators of vessels carrying harmful and polluting liquid goods in bulk and other vessels over 10,000 GT shall conclude contracts (“**CONTRACTS**”) with approved Spill Response Organizations (“**SPROs**”) prior to the relevant operations of the vessel or the vessel’s entry into or departure from the ports of PRC.

CMS offers the following advisory services to assist the **COMPANY** in meeting with the requirements of the **REGULATIONS**:

Services Scope

- (1) Advice to **COMPANY** (or **COMPANY**’s Chinese Agents) of identity and status of MSA-approved **SPRO(s)** for Designated Ports
- (2) Arrangement of **CONTRACT** between **COMPANY** and **SPRO** in Chinese and subject to Chinese Law compliant with MSA and International Group requirements, providing **COMPANY** with English translation
- (3) Monitoring of Evolving PRC and Local Regulations and on-going qualification of **SPRO**
- (4) Renewal of **CONTRACT**, as required by the **COMPANY**

DESCRIPTION OF SERVICES

1 General

1.1 CMS will assist the COMPANY to identify and conclude the CONTRACT with one or more suitably qualified SPRO as required by applicable law of PRC. To the extent that a SPRO has network servicing several ports to which the COMPANY intends to utilize, CONTRACT will extend to cover such ports.

1.2 Subsequent to implementation of the Contract, CMS will monitor

- I. The central and local government and Maritime Safety Administration (“MSA”) requirements regarding their requirements with regard to the CONTRACT and notify COMPANY of material changes, and
- II. The status of SPRO, advising COMPANY if the SPRO should cease to be qualified to provide the relevant services required by the CONTRACT

2 Responsibilities of CMS

2.1 CMS will identify MSA-approved SPRO for COMPANY to meet the requirements of REGULATION in relation to port, ports or areas requested by COMPANY.

2.2 CMS does not warrant either the capabilities or performance of any SPRO, nor shall CMS be responsible for any failure of any SPRO to meet the criteria or to comply with any term or condition of its contracts with COMPANY. CMS assumes no liability for consequential or other damages, fine, or penalties arising from a failure of MSA/governmental CONTRACT approval, including any damages caused by trading delays while awaiting MSA/governmental approval.

2.3 It is understood and agreed that the CONTRACT is not intended to establish any standards of performance in response to an actual spill event. CMS does not represent or warrant that the standards established in the CONTRACT will be met, nor does CMS represent or warrant the adequacy of performance of any response SPRO identified in the CONTRACT. CMS obligations are limited to verifying that SPRO is duly authorized by competent MSA to provide SPRO services.

2.4 Monitoring and Annual Update. Subject to agreed fees having been paid in advance by COMPANY, CMS will monitor and notify to COMPANY any new governmental requirements and/or changes of the capability of SPRO, and annually update the CONTRACT, to include

updates of regulatory body and SPRO phone numbers, and any contact changes furnished by COMPANY. CMS will advise on any further changes that may be proposed by SPRO.

2.5 If for any reason the CONTRACT is rejected by MSA or a local government agent, CMS will work with the COMPANY to correct noted deficiencies and resubmit a CONTRACT for approval. CMS accepts no liability for consequential or other damages, fines or penalties arising from a failure of CONTRACT approval, including damages caused by trading delays while awaiting MSA/government approval or resubmission for approval, or from failure to report changes in governmental requirements.

2.6 CMS will provide one (1) copy of the CONTRACT and English translation and send them to COMPANY's office or as otherwise directed by COMPANY for the basic cost agreed in Schedule A & B. CMS will provide additional copies of the CONTRACT at a cost as stated in Schedule A & B.

3 Responsibilities of COMPANY

3.1 COMPANY shall provide sufficient information to CMS to prepare the CONTRACT. COMPANY shall keep CMS informed of any changes in the information provided. COMPANY is responsible for assuring that changes to the CONTRACT are properly entered into the CONTRACT held onboard its vessels and by personnel, agents or representatives.

3.2 COMPANY must issue a letter of authorization in the IG standard form to CMS and CMS should transfer a copy to the MSA for registration via email or other approved method.

3.3 COMPANY must execute CONTRACT with SPRO in a manner sufficient to meet the governmental requirements of PRC. Unless authorized to execute CONTRACT, CMS is not responsible for any delays in executing CONTRACT.

3.4 COMPANY agrees that the CONTRACT, if provided by CMS, is only for the use of the COMPANY and the vessel(s) listed in Schedule A & B, and that the CONTRACT will not be reproduced, distributed, or made available to other parties without the express written permission of CMS.

4 Fees

Fees shall be paid by COMPANY on initial appointment of CMS and annually as set forth in Schedule A/B.

GENERAL PROVISIONS

5 Insurance

5.1 During any period in which this Agreement remains in effect, COMPANY shall maintain full form P & I Insurance, which shall specifically include coverage for pollution liabilities, including clean-up expenses, as required by the P&I Club and applicable law. CMS may terminate this Agreement immediately, if such coverage is terminated. Upon request, COMPANY shall provide CMS with a copy of a P & I Club Certificate of Entry.

5.2 CMS shall maintain commercial general liability insurance in the amount of RMB2,000,000.

6 Independent Contractor

CMS is an independent contractor and not an agent of the COMPANY save as in respect of specific authority (if given) to execute CONTRACT in China on behalf of COMPANY and is retained solely to render services consistent with the governmental regulations as described in this Agreement.

7 Liability and Indemnification

7.1 CMS, its directors, officers, agents, contractors and employees shall have no liability to the COMPANY for:

- I. any loss or damage, including injury or loss of life, caused to any person, property or the environment, of any nature or kind; or
- II. any liability arising as the result of the breach of any statute, regulation, rule, court order or other governmental or administrative decree having the force of law;

caused by an act or omission of the COMPANY or any of the COMPANY's directors, officers, contractors, agents or employees.

7.2 CMS its directors, officers, agents, contractors and employees shall have no liability to COMPANY for:

- I. any loss or damage, including injury or loss of life, caused to any person, property or the environment, of any nature or kind; or
- II. any liability arising as the result of the breach of any statute, regulation, rule, court order or other government or administrative decree having the force of law;

caused by the act or omission of CMS or any of its directors, officers, agents, contractors, or employees in performing oil spill response services unless such act or omission is a result of the fault or negligence of CMS or any of its directors, officers, agents, contractors or employees in carrying out the services under the CONTRACT.

7.3 CMS shall indemnify, defend and hold harmless COMPANY, its directors, officers, employees and agents from and against all claims, losses, damages, costs, expenses and other liabilities incurred by COMPANY and its directors, officers, employees and agents as a result of the fault or negligence of CMS, its directors, officers, agents, sub-contractors or employees in carrying out the services under the CONTRACT.

7.4 COMPANY shall indemnify, defend and hold harmless CMS, its directors, officers, employees, sub-contractors and agents from and against all claims, losses, damages, costs, expenses and other liabilities arising against or incurred by CMS, its directors, officers, employees, contractors or agents as a result of carrying out the services under the CONTRACT, except where any such claim, loss, damage, costs, expense or other liability is incurred by CMS, its directors, officers, employees, contractors and agents as a result of CMS's own fault or negligence or the fault or negligence of CMS's directors, officers, agents, sub-contractors or employees, in carrying out the above mentioned services under the contract. COMPANY acknowledges that CMS shall not be required to exhaust its recourses against any third party as a condition precedent to claiming indemnification under this section.

7.5 With regard to Clauses 7.1 to 7.4 above the Parties agree that COMPANY is entitled to limit liability in accordance with the applicable law.

8. New Laws/Regulations

After the date of this Agreement, if the governmental agencies, issues laws or regulations or interpretations thereof which substantially affect the scope of responsibilities or liabilities for the COMPANY or SPRO etc., CMS reserves the right to terminate or revise this Agreement upon 30 days notice.

9 Billing and Payment

9.1 Fees

9.1.1 Basic Services

Fees are due and payable in United States Dollars (USD) on the effective date of this agreement in accordance with Schedule A & B enclosed, net of any bank fees

- I. Upon signing of this Agreement, COMPANY agrees to promptly pay an invoice in the amount of one hundred percent (100%) of the fees for the services. Invoices shall be paid within 30 days of receipt.
- II If any change in fees is intended, CMS will provide COMPANY with written notice of proposed fees.

9.1.2 Unpaid Invoices

Unpaid invoices may accrue interest at an annual rate of four percent (4%) per annum commencing fourteen (14) days after the due date of payment. COMPANY shall be liable for any costs and legal fees incurred by CMS to secure payment.

9.2 Dispute

9.2.1 In the event of a dispute regarding an invoice for fees or services, COMPANY will pay CMS the undisputed portion promptly, pending resolution of the dispute.

9.2.2 Disputes will be settled in accordance with the lawsuit provisions in Section 12.

10 Termination.

10.1 Each of the parties shall be entitled to terminate this Agreement by giving notice in writing thirty (30) days in advance to the other.

10.2 CMS may terminate the Agreement immediately if COMPANY fails to pay any invoice within 45 days after receipt.

10.3 Termination does not relieve the COMPANY from the obligation to pay retainers due for reasonably prorating of service period, or for payment for all services completed or in progress in accordance with Clause 9.1. The outstanding fees shall be calculated up to 30 days after the notice in writing given by any party.

11 Lawsuit.

11.1 Any and all disputes of whatsoever nature arising from this Agreement shall be put to lawsuit in Shanghai Maritime Court of PRC.

11.2 Awards made pursuant to this clause may include costs and judgment may be entered upon any award hereunder in any court having jurisdiction.

11.3 It is agreed that attorneys' fees are at the discretion of the Court

12 Applicable Law

This Agreement shall be governed by the applicable laws and rules of the People's Republic of China.

13 Third Party Beneficiaries.

Except as provided in the General Provisions herein (Indemnification and Limitation of Liability), this Agreement specifies rights and duties only between CMS and COMPANY. This Agreement does not and shall not create any third party beneficiaries or any rights in any other party.

14 Confidentiality

CMS will treat as confidential all information provided by COMPANY and not release such information without COMPANY's consent. COMPANY will likewise treat its contractual terms and fees with CMS as confidential except for the COMPANY's P&I Club.

SIGNATURES:

For CMS:

For COMPANY:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Contract Establishment Services

Annual rate for multiple entries of any ports in China

CMS Service Registration Fee: US\$ 2,000 per COMPANY annually, and

- Package 1: US\$ A / 100 voyages
- Package 2: US\$ B / 50 voyages
- Package 3: US\$ C / 10 voyages

- Notes:
1. A, B, C are the annual package rates for all the ships of one COMPANY;
 2. If within the one year duration, the voyages of the fleet of one COMPANY do not reach the package quantity purchased, no refund would be given to the COMPANY;
 3. If the voyages in the package are exhausted before the end of annual term, the COMPANY could additionally purchase one of three packages.

Additional copies of the CONTRACT: US\$100

Any other expense which are not billed directly to COMPANY, but are provided by, or through CMS, will be billed to COMPANY at cost, plus ten percent (10%) and COMPANY agrees to pay CMS in accordance with the agreed billing procedures.

SCHEDULE B

Contract Establishment Services

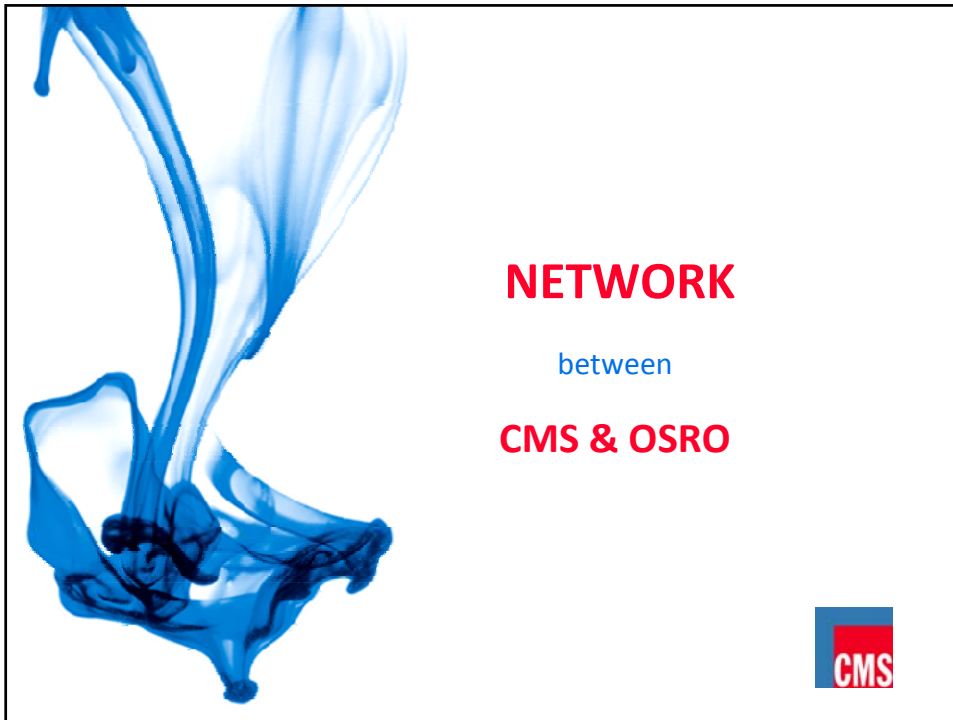
Occasional call entry of one particular port:

CMS Service Fee: US\$ 300 / contract for a particular ship annually

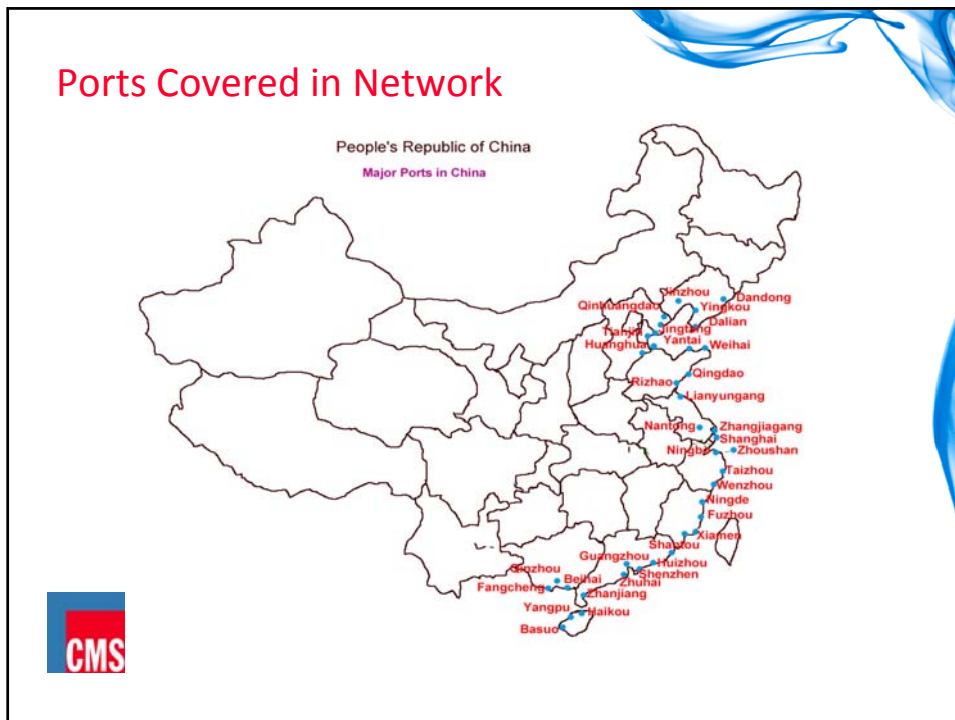
- Notes:
1. At least 4 working days in advance notice is needed by CMS to complete the contract conclusion with an particular SPRO;
 2. In case the contract is concluded, the contract will be valid automatically for 365 days.
 3. The retainer fee will be additionally charged per voyage by the particular SPRO;

Additional copies of the CONTRACT: US\$100

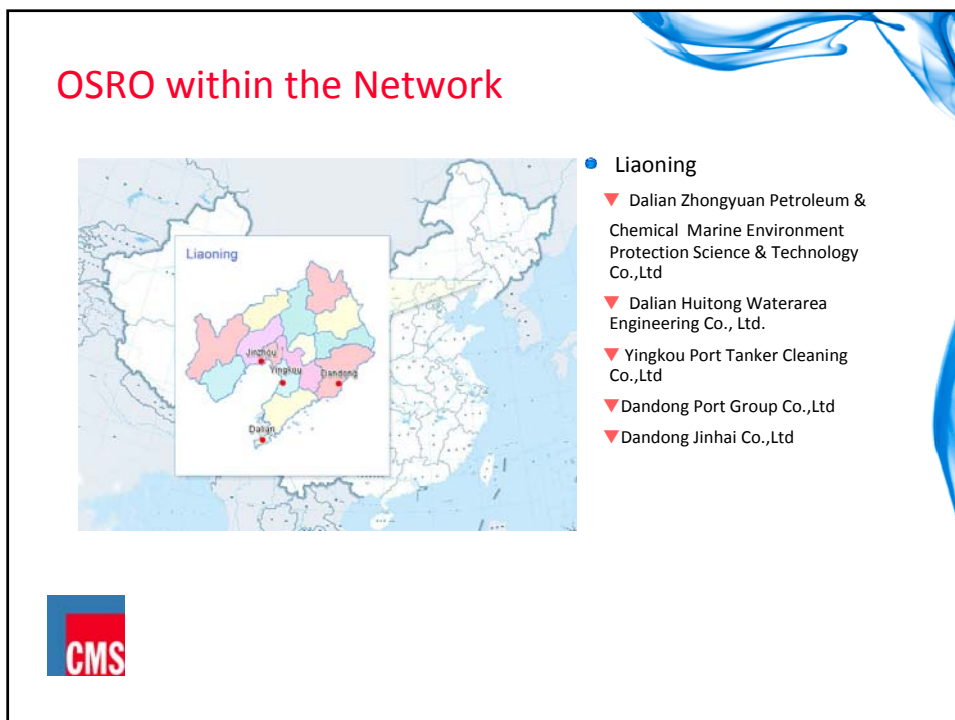
Any other expense which are not billed directly to COMPANY, but are provided by, or through CMS, will be billed to COMPANY at cost, plus ten percent (10%) and COMPANY agrees to pay CMS in accordance with the agreed billing procedures.



Ports Covered in Network



OSRO within the Network



- Liaoning
 - ▼ Dalian Zhongyuan Petroleum & Chemical Marine Environment Protection Science & Technology Co.,Ltd
 - ▼ Dalian Huitong Waterarea Engineering Co., Ltd.
 - ▼ Yingkou Port Tanker Cleaning Co.,Ltd
 - ▼ Dandong Port Group Co.,Ltd
 - ▼ Dandong Jinhai Co.,Ltd

OSRO within the Network



- Hebei
 - ▼ Qinhuangdao Jiehai Pollutant Removal Co.,Ltd
 - ▼ Hebei Haichang Ship Pollutant Emergency Removal Co., Ltd
 - ▼ Hebei Haizheng Ship Pollutant Emergency Response Co., Ltd
 - ▼ Tangshan Caofeidian Industry Area Kaixuan Shipping Supply Co.,Ltd
 - ▼ Huanghua Port Xinhai Ship Services Co.,Ltd
 - ▼ Qinhuangdao Dongguang Shipping Co.,Ltd
 - ▼ Hebei Haiyuan Ship Pollutant Emergency Response Co., Ltd



OSRO within the Network



- Tianjin
 - ▼ Tianjin Shenghao Marine Environment Protection Engineering Co.,Ltd



OSRO within the Network



Shandong

- ▼ Sinopec Corp. Shengli Oil Field Shallow Sea Ship Centre
- ▼ Longkou Xinglou Shipping Services Co.,Ltd
- ▼ Yantai Bihai Marine Development Co., Ltd
- ▼ Weihai Jianghaiyuan Shipping Services Co.,Ltd
- ▼ Qingdao Hangshun Shipping Co.,Ltd
- ▼ Rizhao Fuan Shipping Services Co.,Ltd



OSRO within the Network



Jiangsu

- ▼ Lianyungang Xinhai Pollution Removal Co.,Ltd
- ▼ Lianyungang Haisheng Shipping Services Engineering Co., Ltd
- ▼ Zhangjiagang Jincheng Port Services Co.,Ltd
- ▼ Taicang Donggang Shipping Services Co.,Ltd
- ▼ Nanjing Yangtze River Oil Transport Company Shipping Service Co., Ltd



OSRO within the Network



- Shanghai
 - ▼ 6 of 8 level I OSROs have formed a coalition
 - ▼ Uniform service rate in Shanghai Port
 - ▼ A third party is expected



OSRO within the Network



- Zhejiang
 - ▼ Ningbo Yongjie Oil Spill Response Co., Ltd
 - ▼ Zhoushan Hai'an Oil Spill Response Co.,Ltd



OSRO within the Network



- Fujian
 - ▼ Xiamen Dafeng Ship Management Co., Ltd
 - ▼ Fuzhou Baiyang Hengfeng Shipping Services Co., Ltd



OSRO within the Network



- Guangdong
 - ▼ Shantou Longshan Environment Protection Co., Ltd
 - ▼ Guangzhou Port Zhujiang River Pollution Prevention Co.,Ltd
 - ▼ Guangzhou Longshan Environment Protection Technology Co., Ltd



OSRO within the Network



■ Shenzhen

- ▼ Shenzhen Longshan Environment Protection Technology Co., Ltd
- ▼ Shenzhen Hangpeng Shipping Services Co.,Ltd
- ▼ Huizhou Daya Bay Hangpeng Environment Protection Services Co., Ltd



OSRO within the Network



■ Guangxi

- ▼ Guangxi Pengda Marine Engineering Co.,Ltd
- ▼ Fangcheng Port Hengchuang Shipping Services Co.,Ltd
- ▼ Qinzhou Sunan Shipping Services Co., Ltd



OSRO within the Network



- Hainan
 - ▼ SINOPEC Hainan petrochemical Co.,Ltd
 - ▼ Hainan Basuo Port Co.,Ltd



Principals of Cooperation

- Qualification guarantee
 - ▼ OSRO within the Network guarantees to have Class II or above qualification.
- Lowest service fee
 - ▼ Service fee offered to shipowner/operator represented by CMS is no higher than the price offered through other means.



Principals of Cooperation

- **No-refuse service**
 - ▼ Except as provided in cooperation agreement, OSRO shall provide service for all the shipowner/operator represented by CMS.
- **Self liability bearing**
 - ▼ The outcomes and liability of Agreement for Ship Pollution Response are born by shipowner/operator and OSRO.



Charge Model of OSRO services

- **Preliminary Stage**
 - ▼ Negotiate with OSRO individually
 - ▼ Pursue the best rate for shipowner/operator



Charge Model of OSRO services

- Mature Stage
- ▼ Various optional packages
- ▼ National uniform rate

Annual rate

Voyage rate



Compared with Ship Agent

CMS

- National network
- Act for shipowner only
- Simply procedure
- Professional teams
- Best price

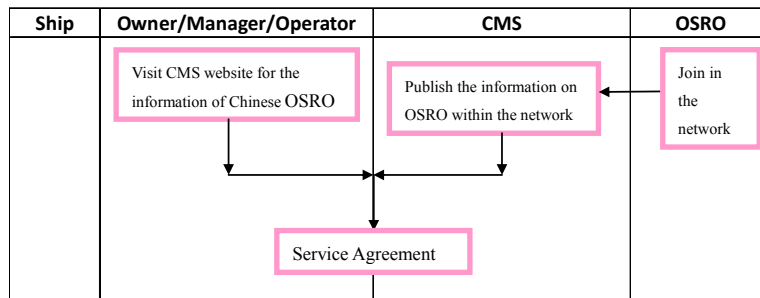
Ship Agent

- Regional restraint
- Charterer's agent
- Complicated procedure
eg: register in China MSA



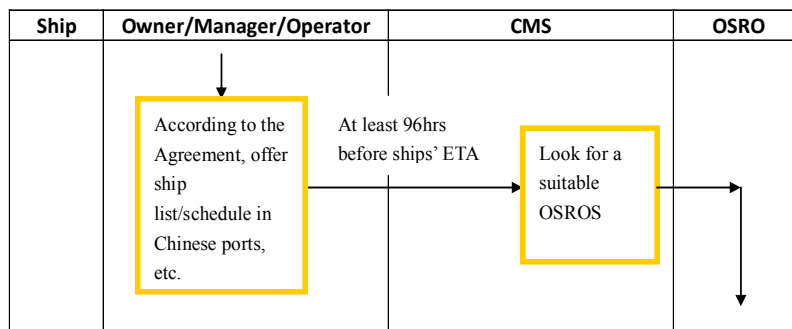
Service Procedure (Preliminary Stage)

Step 1



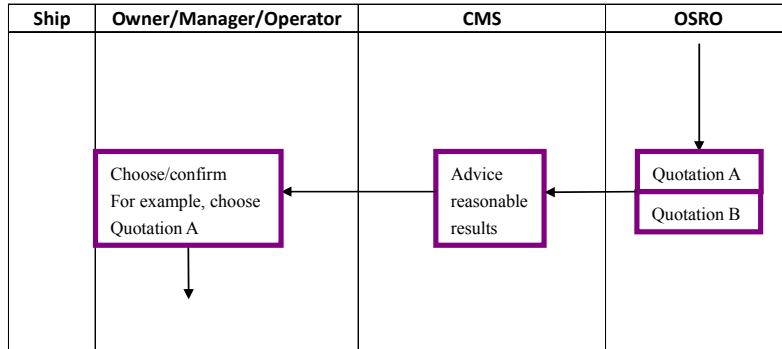
Service Procedure (Preliminary Stage)

Step 2



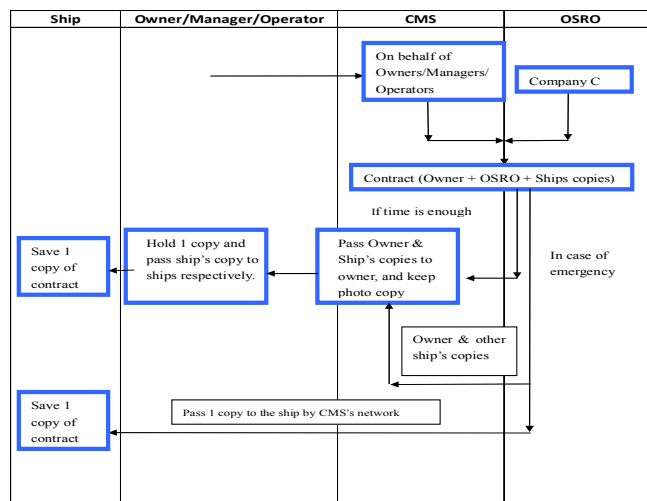
Service Procedure (Preliminary Stage)

Step 3



Service Procedure (Preliminary Stage)

Step 4





Ports Covered in Network

People's Republic of China
Major Ports in China



Service Profile

About Signing the Ship Pollution Response Agreement with MSA Approved SPROs

What We Can Do:

- Provide a full picture of the approved SPROs with appropriate level needed for your ships' entry into and operation at a Chinese port, including their identity, qualification status, retainer fee rates, response tariff, agreement wording they can accept, etc., for your consideration and choice;
- Negotiate with the SPRO where necessary on fee rates and agreement wordings;
- Sign the agreement on your behalf upon your instruction and in line with your authorization as specified in the Letter of Authorization executed in the wording of IG LOA dated 6 December 2011;
- Ningbo Qianhe Oil Spill Emergency Service Co., Ltd. has obtained the qualification of ship agent, which is publicized on the website of China MSA.

Please refer to http://www.msa.gov.cn/Upload/2011-12-31-14-53-45-1718_经备案的船方代理人名单2011-12-31-1.pdf

- Handle payment of retainer fee at the agreed rates to the SPRO;
- Fulfill your other obligations under the agreement such as informing ship's movement to SPRO;
- Handle renewal, extension or termination of the agreement upon instruction.
- Have rich experience in handling actual oil spill response.

How We Will Do It:

- Always take care of your best interests;
- Always strictly act within your authorization and follow your instruction;
- Always be available at emergency mobiles and ready to assist 24/7 for problems at all Chinese ports;
- Always work with efficiency, effective and sense of responsibility.

What We Have:

- Extensive local network whose service can cover all Chinese ports, big and small;
- Well-tested professional team and well equipped oil spill cleanup equipments with rich experiences in handling oil spill response.
- Already approved own Tier one SPRO by MSA in Shenzhen, Guangzhou and Huizhou ports. Currently, other subsidiaries under Qianhe Group, such as Dalian Qianhe, Tianjin Qianhe, Shanghai Qianhe and Xiamen Qianhe, have successfully applied for Tier I qualification; Qingdao Qianhe, Ningbo Qianhe and Shenzhen Qianhe have successfully applied for Tier I qualification in the form of association.
- In-depth knowledge about local situation and practice, including SPROs, MSA, etc;
- Professional Management Team including Ex Master Mariners, Chief Engineers worked in world well known shipping companies.
- Ability to negotiate with SPROs both on fee rates and agreement wordings and communicate with MSA as and when necessary thanks to our many years' practice;
- An online database (building completed by end of 2011) of SPROs' full information together with their performance record at various Chinese ports, which is made available to our clients.

How We Charge:

Our service fee is charged on a lump sum basis separate from SPRO costs at following rates:

1) USD 100 per Agreement (one port one Agreement)

or

2) USD 1,000 for the whole fleet annually(All China ports), however many your ships are and however ports your ships call. As to retainer fees charged by SPROs, we will negotiate to obtain the most favorable fee rate

available for you and keep a clear record of every penny you pay to the SPROs.

How to Contact Us:

Tel: 86 10 6657 6587 Fax: 86 10 6657 6501 Email: spro.bj@huatai-serv.com

Contact Person: Shan Hong Mobile: 86 138011 87853 He Miao Mobile: 86 138010 98591

Service Contract

*****("the Client"),

Established and existing under the laws of

With registered office at

Tel: ; Fax: ; E-mail:

Emergency Contact Person: Emergency Call/Mobile:

and

Huatai Insurance Agency & Consultant Service Ltd. ("Huatai Agency"),

Established and existing under the laws of People's Republic of China

With registered office at 14F China Re Building, No. 11 Jin Rong Avenue, Xicheng District, Beijing, 100033, China,

Tel: 86 10 6657 6587; Fax: 86 10 6657 6501; E-mail: spro.bj@huatai-serv.com

Emergency Contact List as attached in Appendix One

being jointly referred to as "the Parties", entered into the present contract ("the Contract") on the date of DD/MM/YYYY for the following:

1. Purpose of the Contract

1.1 Pursuant to the requirements of *the Regulations of the PRC on Administration of the Prevention and Control of Marine Environment Pollution from Ships, Regulations of the PRC on Emergency Preparedness and Response on Marine Environment Pollution from Ships* and *the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response*, the Client agrees to appoint Huatai Agency as its agent as defined by Paragraph 3 of Article 18 of *the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response* with respect to the signing of the agreement for Ship Pollution Response (hereafter "the Agreement") with approved oil spill response organizations ("SPROs") and other relevant issues at Chinese ports except Hongkong, Macau and Taiwan.

1.2 Huatai Agency agrees to be appointed as agent of the Client for the mission detailed above.

1.3 The ships to receive services under this contract ("the Ships") are listed as follows:

Name of Ship	IMO No.	Call Sign	Type	Gross Tonnage	Year of Build	Flag	P&I Club

Additional ships can be added to the above list upon the Parties' written mutual agreement.

2. Scope of Service

The scope of services to be rendered by Huatai Agency to the Client as per the Contract shall be strictly limited to the scope of authorization as is defined by the "Letter of Authorization (IG LOA dated 6 December 2011)", including:

- (1) advising to the Client the identity, qualification status and other relevant information of Maritime Safety Administration ("MSA") approved SPRO(s) for a certain port or ports for the consideration and choice of the Client;
- (2) negotiating with the SPRO selected by the Client on terms and clauses of the Agreement on behalf of the Client, endeavoring to obtain their agreement as much as possible to contract on the MSA Sample Agreement with IG supplemental clauses (IG Sample Agreement 6 December 2011);
- (3) signing the Agreement on behalf of the Client;
- (4) handling payment of the retainer fee to SPRO according to the signed Agreement on behalf of the Client;
- (5) providing the Ships' movement information to SPRO according to the signed Agreement on behalf of the Client;
- (6) handling renewal, extension or termination of the Agreement on behalf of the Client;
- (7) dealing with any other issues in relation to the signing of the Agreement as instructed by the Client;

3. Obligations of Huatai Agency

3.1 Huatai Agency shall exercise reasonable skills, care, efficiency and diligence in carrying out the authorized services envisaged in Article 2 above.

3.2 Huatai Agency shall advise the Client of all necessary requirements with respect to signing of the Agreement at a certain port or ports, including information of

SPRO(s) with appropriate level of qualification approval by MSA to comply with relevant laws and regulations, acceptable procedures and acceptable contract terms, so that the Client may decide whether to fulfill the requirements.

3.3 Huatai Agency shall strictly follow the instructions of the Client and act within the authorization of the Client.

3.4 Huatai Agency shall send a copy of the Agreement signed on behalf of the Client by email or fax to the Client within 48 hours after the execution is completed with the SPRO selected by the Client.

3.5 Huatai Agency shall keep the originals of effective Agreements safely and send them to the Client when requested at the cost of the Client.

3.6 Huatai Agency shall update the Client with development on legislation and practical requirements with respect to signing of the Agreement.

3.7 Huatai Agency shall update the Client with material changes of status of the SPROs with which the Client has entered into agreement as soon as Huatai Agency becomes aware of such changes.

3.8 Huatai Agency shall make itself available for service 24/7 by providing the Client with an emergency contact list and updating it timely in case of changes.

4. Obligations of the Client

4.1 The Client shall ensure itself is the proper party to enter into contract with SPROs for the Ships pursuant to Article 18 of *the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response*.

4.2 Generally, the Client shall inform Huatai Agency of each intended call of the Ships to Chinese ports (except Hongkong, Macau and Taiwan,) together with the appointed local ship agent at least 4 days prior to the Ships' arrival. In case of emergency situations, the Client shall get in contact with Huatai Agency as soon as the Client becomes aware of the intended call of the Ships to Chinese ports (except Hongkong, Macau and Taiwan) so that the Parties can work out a solution together.

4.3 The Client shall confirm to Huatai Agency its choice of SPRO together with the Agreement wording which it accepts as far in advance of the ship's arrival as possible but in any event no later than 24 hours prior to arrival at a Chinese port..

4.4 When requested by Huatai Agency, the Client shall provide Huatai Agency with a

copy of valid P&I entry certificate.

4.5 The Client shall ensure proper conditions for Huatai Agency to render services in accordance with the Contract, such as:

- (1) cooperative attitude of all Client's employees towards Huatai Agency's personnel;
- (2) timely and exhaustive provision of necessary documentation and information.

4.6 The Client shall execute the Letter of Authorization and submit it to Huatai Agency by sending a copy electronically for submitting to PRC authority. The Client shall send the originals of the Letter of Authorization in duplicate to Huatai Agency for its own filing in due course.

4.7 The Client shall provide Huatai Agency with an emergency contact number for the sake of urgent situations, and update any changes thereof.

5. Liabilities

5.1 It is agreed and understood that, under no circumstances does Huatai Agency provide any guarantee to the Client regarding performance of any SPROs either in terms of the SPROs' meeting its contractual liabilities under the Agreement or in terms of the SPROs' meeting the demand and criteria of the PRC authority.

5.2 It is agreed and understood that Huatai Agency shall not be liable for fines, losses, damages, or penalties suffered by the Client arising from MSA's refusal or delay to accept the Agreement signed by Huatai Agency on behalf of the Client, unless such refusal or delay is caused by the fault or negligence of Huatai Agency in providing SPRO candidate which is not officially approved by MSA or which is not with appropriate level of qualification approval by MSA to comply with relevant laws and regulations.

5.3 It is agreed that it is the Client's own responsibility to ensure that the Agreement is accepted by the P&I Club with which the Ship is entered so that the Club's cover will not be prejudiced. Huatai Agency shall not be liable for any losses, damages or liabilities sustained by the Client due to the prejudiced cover caused by the Agreement.

5.4 It is agreed and understood that Huatai Agency shall not be liable for losses or damages suffered by the Client arising from delays to the Ships' schedule caused by the Client's failure to pay the retainer fees charged by SPROs in a timely manner, unless the Client has had sufficient cash deposit with Huatai Agency in the manner specified in Article 9.3.

5.5 Each party to the Contract shall not be liable for losses, damages, fines, costs,

liabilities and penalties caused to the other party by the fault or negligence of the other party in fulfilling its obligations provided in the Contract, and shall indemnify and hold harmless the other party for losses, damages, fines, costs, liabilities and penalties caused to the other party by the fault or negligence of its own in fulfilling its obligations provided in the Contract.

5.6 The Client agrees to indemnify and hold harmless Huatai Agency, its directors, managers, employees or sub-contractors from all claims, losses, damages, liabilities, costs and expenses arising from Huatai Agency's providing the services or fulfilling its obligations as are specified in the Contract and or are carried out in line with the Client's instructions, unless such claims, losses, damages, liabilities, costs and expenses are caused by the fault or negligence of Huatai Agency, or its directors, managers, employees or sub-contractors.

6. Insurance

6.1 During the period when the Contract is in effect, Huatai Agency shall maintain professional liability insurance in the amount of RMB20,000,000.

6.2 During the period when the Contract is in effect, the Client shall maintain P&I cover including coverage for pollution liabilities.

7. Confidentiality

7.1 All business transacted between the Parties as well as data, knowledge, information and documents ("Confidential Information") handed over by one Party to the other shall always be subject to confidentiality except where the relevant data, knowledge, information and documents have already become public domain through no fault of any party.

7.2 Neither of the Parties shall disclose, reveal or permit access to the Confidential Information, in whole or in part, to any third party without the other Party's prior written consent, except where the disclosure of information is required by law or is made to PRC maritime authority or the P&I Club which the Ships are entered with.

8. Fees

8.1 Huatai Agency is entitled to receive service fees for services it rendered to the Client.

8.2 Huatai Agency's service fee shall in any and all circumstances be charged separately from the retainer fee and response costs that are charged by SPROs or any other third parties,

8.3 It is agreed that fees for the services specified in Article 2 “Scope of Service” are charged on a lump sum basis at the following rate:

1) USD 400 per Agreement

or

2) USD 2,500 for twenty ships for the whole year (with additional USD 500 for each 10 extra ships) .

9. Payments

9.1 The Client shall settle the debit note submitted by the Huatai Agency issued in line with Article 8.3 for services rendered within 30 days upon receipt of an electronic version of the debit note via either email or fax.

9.2 Huatai Agency is not obligated to advance any third party fees on behalf of the Client, including but not limited to the retainer fees and response costs charged by SPROs.

9.3 In order to ensure the Ships’ smooth entry, departure and operation at Chinese ports and to save time and costs, the Client may, immediately after the Contract becomes effective, remit an agreed amount of cash deposit with Huatai Agency, for the purpose of paying the retainer fees charged by SPRO and settling the debit note of Huatai Agency for services rendered. When the cash deposit is used out or becomes insufficient to cover the cost of the Ship’s next call, the Client may make another remittance in an agreed amount.

In case of the Client doing so, Huatai Agency shall keep a clear and complete account record regarding use of this cash deposit, including informing the Client of the amount of retainer fee paid to the SPRO within three working days after such fee is paid out or is incurred, submitting a monthly debit note detailing the service fee charged by Huatai Agency, and making available a complete account breakdown whenever required by the Client.

At the time of termination of this Contract, Huatai Agency shall return any balance of the cash deposit to the Client within seven days after the Contract is terminated.

10. Effect and Termination

10.1 The Contract takes effect on the date of execution by both Parties and will continue to be valid until terminated by either of the Parties.

10.2 Either party may terminate the Contract by give 30 days prior written notice to the other party.

10.3 In case of termination of the Contract, the Client undertakes to pay for services rendered prior to the termination of the Contract within 7 days from the receipt of debit notes from Huatai Agency.

11. Jurisdiction

The Contract shall be governed by and construed with the laws of Peoples' Republic of China. Any disputes arising therefrom shall be submitted to the court of Peoples' Republic of China.

12. Other Conditions

The Contract shall be executed in duplicate, one copy for each Party, both copies being of equal legal effect.

The undersigned irrevocably warrant that they are fully and duly authorized by their respective parties to sign and execute this Contract.

Signatures:

For The Client:

Signature & Company Chop:

Print Name:

Title:

Company Name:

Date:

For Huatai Agency:

Signature & Company Chop:

Print Name: Shan Hong

Title: Assistant President

Company Name: Huatai Insurance Agency & Consultant Service Ltd.

Date:

Appendix One: Emergency Contact List of Huatai Agency



- Huatai Dalian
- Huatai Tianjin
- Huatai Qingdao
- Huatai Shanghai
- Huatai Xiamen
- Huatai Guangzhou