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

In re:

CHINA FISHERY GROUP LIMITED (CAYMAN)

et al.,

Debtors.¹

Chapter 11

Case No. 16-11895 (JLG)

(Jointly Administered)

In re:

CFG Peru Investments Pte. Limited (Singapore),

Debtor.

Chapter 11

Case No. 16-11914 (JLG)

(Jointly Administered)

¹ The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGI (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

**NOTICE OF SALE OF A NON-DEBTOR VESSEL
IN ACCORDANCE WITH NON-DEBTOR ASSET SALE ORDER**

PLEASE TAKE NOTICE that on July 31, 2017, William A. Brandt, Jr., not individually but solely in his capacity as chapter 11 trustee (the “Trustee” or the “Chapter 11 Trustee”) of CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore” or the “Debtor”) in the above-captioned chapter 11 cases, by his attorneys, Skadden, Arps, Slate, Meagher & Flom LLP, provides this *Notice of Sale of a Non-Debtor Vessel in Accordance with Non-Debtor Asset Sale Order* (the “Sale Notice”), in accordance with and pursuant to paragraph 2 of the *Order Granting Chapter 11 Trustee’s Motion for Order Pursuant to Bankruptcy Code Section 105(a), 363(b), 541(a)(1), and 1108 and Bankruptcy Rules 2002, 6004, and 9006 Authorizing and Approving Procedures for (A) the Sale or Transfer of Certain Non-Debtor Assets and (B) Taking All Desirable or Necessary Corporate Governance Actions in Connection Therewith* (the “Non-Debtor Asset Sale Order”). [Dkt. No. 482].

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Proposed Transaction, with proof of service, is filed with the Clerk of the Court, and a courtesy copy is delivered to the undersigned counsel and to the chambers of the Honorable James L. Garrity Jr. so as to be received by August 10, 2017 at 4:00 p.m. (Eastern Time), there will not be a hearing and the Trustee is authorized to take all corporate governance actions consistent with Peruvian and/or Singaporean law desirable or reasonably necessary or advisable to consummate the proposed transaction set forth in the Notice.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed and served, the Trustee will determine, in his business judgment, how best to proceed in accordance with the procedures outlined in the Non-Debtor Asset Sale Order. If the Trustee determines that a hearing before the Court on the matter (the “Disputed Transaction”) would be

beneficial to the resolution of the objection, the Trustee will schedule a hearing on the Disputed Transaction and notify the parties receiving the Notice. If a hearing is scheduled, the Trustee and any objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that pursuant to the Non-Debtor Asset Sale Order, the Trustee proposes to enter into the transaction (the “Proposed Transaction”) described below, which involves the private sale or transfer of the “Liafjord”, a non-debtor vessel to a single buyer or group of related buyers.

- Non-Debtor Asset Being Sold or Transferred: The Trustee intends to sell the “Liafjord”, a fishing vessel currently anchored in the port of Chimbote, Peru, to Stock Company (AO) “YUZHMOREBYFLOT”, a Russian company with company number 1112508007765 of the Joint Public Registry of Legal Entities of the Russian Federation
- CFG Peru Singapore Subsidiary Involved: Sustainable Fishing Resources S.A.C.
- Consideration: \$4,000,000

PLEASE TAKE FURTHER NOTICE that pursuant to the Non-Debtor Asset Sale Order, the Trustee attaches the sale and purchase agreement of the Liafjord as Exhibit A (the “Sale and Purchase Agreement”).

Dated: July 31, 2017
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Lisa Laukitis

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*Counsel for William A. Brandt, Jr.
Chapter 11 Trustee*

EXHIBIT A

Liafjord Sale and Purchase Agreement

PURCHASE AND SALE AGREEMENT FOR LIAFJORD

Dated: **August [11], 2017**

SUSTAINABLE FISHING RESOURCES S.A.C., a Peruvian company with company number 11862982 of the Public Registry of Lima, Cal. Francisco Grana 155, La Victoria, Lima, Peru, hereinafter called the "**Sellers**" have agreed to sell, and

Stock Company (AO) "YUZHMOREBYFLOT", a Russian company with company number 1112508007765 of the Joint Public Registry of Legal Entities of the Russian Federation, 16, Zavodskaya Str., Yuzhno-Morskoy, Nakhodka, Primorsky Region, Russia, hereinafter called the "**Buyers**", have agreed to buy:

Name of vessel: **LIAFJORD**

IMO Number: 9167916

Classification Society: DNV (Det Norske Veritas)

Class Notation: Laid-up

Year of Build: 1997 Builder/Yard: FLEKEFJORD SLIPP & MAKINFABRIKK-NORWAY

Flag: **Peru** Place of Registration: CALLAO CAPTAIN PORT

GT/NT: 1584/475

Electronic Entry of the Vessel Public Registry: Electronic Entry N° 12789187

Location of the Public Registry: Lima

Hereinafter called the "**Vessel**", on the following terms and conditions:

Definitions

"**Banking Day or Banking Days**" is the day or the days, respectively, on which banks are open in the country of the currency stipulated for the Purchase Price in Clause 1 (Purchase Price), including Perú, Russia and New York.

"**Buyers' Nominated Flag State**" means Russia.

"**Cancelling Date**" is the latest day to comply with the delivery of the vessel as established in Clauses 5(c), 5(d) and 14, this is September 30, 2017 – 24:00 New York time.

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

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

“Closing Date” means the date of delivery of original versions of all the documents executed on the Execution Date including all formalities, as applicable in accordance with this Agreement, (legalizations, certifications, apostille, translations, etc.) stipulated in Clause 8, unless otherwise provided in Clause 8; which date shall be the same as the Delivery Date, and as a consequence of that, will be the date of the effective ownership transfer of the Vessel in favour of the Buyers.

“Execution Date” means the date of execution of all documents in the agreed languages as listed in Clause 8, but without the correspondent formalities referred to in the aforementioned definition of Closing Date, related to the transaction as provided in this Agreement and sent by email between the **Parties** (pdf version); this is August [11], 2017. The Buyers will be required to send the Sellers PDF evidence of an irrevocable wire transfer instruction to the Escrow Agent for the balance of the Purchase Price (i.e., the Purchase Price minus the Deposit) on the day of the Sellers releasing any documents via email on the Execution Date.

"Deposit" means an amount equal to ten percent (10%) of the Purchase Price.

“Delivery Date” means the date of physical delivery of the **Vessel** and all original documents listed in Clause 8, unless otherwise provided in Clause 8, no more than seven (7) Banking Days after the Execution Date. The Delivery Date shall be the same day as the Closing Date and as a consequence of that, will be the date of the effective ownership transfer of the Vessel in favour of the Buyers.

"Delivery Port" means in or around the port of Chimbote, Peru.

"Escrow Agent" means Development Specialists, Inc. which shall hold and release the Deposit and the balance of the Purchase Price (i.e., the Purchase Price minus the Deposit) in accordance with this Agreement.

"Escrow Agreement" means the escrow agreement dated August [10], 2017 between the Sellers, the Buyers and the Escrow Agent setting out the terms and conditions for payment and release of the Deposit and the balance of the Purchase Price (i.e., the Purchase Price minus the Deposit). Such escrow agreement being signed by the Sellers, the Buyers and the Escrow Agent, Development Specialists, Inc.

"Holdback Period" means a period of ninety (90) days from the Delivery Date.

"Holdback Amount" is equal to the Deposit Amount.

"IUU" means illegal, unreported and unregulated fishing.

“Notice of Readiness” means the document executed by Sellers confirming that the Vessel is at or around the Delivery Port and physically ready for delivery in accordance with this Agreement.

"Parties" means the Sellers and the Buyers.

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

"Sellers Account" means an account to be named at the Sellers' Bank.

"**Sellers' Bank**" means the bank notified by the Sellers to the Buyers for receipt of the balance of the Purchase Price.

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

1. Purchase Price

The Purchase Price for the Vessel and all spares, bunkers, appurtenances and all equipment set forth herein, is \$4,000,000.00.

2. Deposit

As security for the correct fulfilment of this Agreement the Buyers shall remit (or shall procure the remittance of) the Deposit to the Escrow Agent, for deposit by the Escrow Agent in an interest bearing account (if any interest obtainable) established for the Parties, within three (3) Banking Days after the later of the date that:

- (a) this Agreement has been signed by the Buyers and provided in original or pdf by e-mail to the Sellers; and
- (b) the Escrow Agreement is signed by the Parties in original or by email and the Escrow Agent has confirmed in writing to the Parties that the account has been opened.

The Deposit on placing with the Escrow Agent shall be held by the Escrow Agent in accordance with the Escrow Agreement and shall be released in accordance with the terms of the Escrow Agreement.

Interest on the Deposit, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the Deposit shall be borne equally by the Parties. The Parties shall provide to the Escrow Agent all necessary documentation to open and maintain the account without delay.

Notwithstanding anything to the contrary contained herein, if the Buyers reject the Vessel pursuant to Clause 19(b), the Parties shall cause the Escrow Agent to immediately return the Deposit to the Buyers, together with any accrued interest, in accordance with the terms of the Escrow Agreement.

3. Payment

On the Execution Date, the Buyers shall transfer the balance of the Purchase Price (i.e., the Purchase Price minus the Deposit) to the Escrow Agent. The Purchase Price will be released to the Sellers on the Closing Date. The Purchase Price shall be made in full and be free of bank charges.

The Deposit shall be retained by the Escrow Agent for the entirety of the Holdback Period. Upon expiration of the Holdback Period, and in fulfilment of the Buyers' payment

obligations hereunder, the Parties shall cause the Deposit to be paid to the Sellers' Account, less any and all amounts paid to the Buyers or third parties pursuant to Clause 9 (*Encumbrances*), such payment to be made by means of the Buyers and Sellers providing a signed copy of the letter of instruction in the form of Appendix A to the Escrow Agreement jointly instructing the Escrow Agent to release the Deposit or any remaining balance (following the release of any amounts to the Buyers as aforesaid) to the Sellers. Each Party shall provide the other Party with bank transfer documents confirming that the relevant payments have been made/required.

Buyer's obligation to pay the Purchase Price is fulfilled upon providing the Escrow Agent with relevant letters of instruction to release the Deposit and the balance of the Purchase Price (i.e., the Purchase Price minus the Deposit).

4. Inspection

The Buyers have inspected and accepted the Vessel's classification records. The Buyers have also superficially inspected the Vessel at/in **Chimbote** on or around **July 19, 2017** and have accepted the Vessel following this inspection and the sale is outright and definite, subject only to the terms and conditions of this Agreement and in particular to the provisions of Clauses 5(c) and 19 below.

5. Time, Delivery Port and Notice of Readiness

- (a) The Vessel shall be delivered and taken over at a safe and accessible berth or place within or around the Delivery Port in the Sellers' option.
- (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall provide the Buyers with a written Notice of Readiness confirming that the Vessel is at or around the Delivery Port and physically ready for delivery in accordance with this Agreement as soon as the payment of the balance of the Purchase Price occurs at the Execution Date as indicated in Clause 3.
- (c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and proposing a new Cancelling Date (hereinafter, the New Cancelling Date). Upon receipt of such notification the Buyers shall have the option of either cancelling this Agreement in accordance with Clause 14 (*Sellers' Default*) within three (3) Banking Days of receipt of the notice or of accepting the new date as the New Cancelling Date. 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 Clause 5(c). If this Agreement is maintained with the new Cancelling Date, all other terms and conditions hereof including those contained in Clauses 5(b) and 5(d) shall remain unaltered and in full force and effect.

- (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 Clause 14 (*Sellers' Default*) for the Vessel not being ready by the original Cancelling Date.
- (e) Should the Vessel become an actual, constructive or compromised total loss before delivery, the Deposit shall be released immediately to the Buyers, together with any and all interest thereon, and both Parties shall confirm such loss to the Escrow Agent in writing and shall cause the Escrow Agent to release the Deposit to the Buyers, whereupon this Agreement shall be null and void.

6. [Reserved]

7. Spares, bunkers and other items

- (a) The Sellers shall deliver the Vessel to the Buyers with everything belonging to it 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. 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 Purchase Price and be taken over by the Buyers without extra payment. 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.
- (b) The Buyers shall take over remaining bunkers and unused lubricating and hydraulic oils and greases in storage tanks and unopened drums at no cost as the same are included in the Purchase Price.

8. Documentation

The place of closing: Lima, Peru.

At the Execution Date: parties will exchange PDF versions of the documentation in this Clause 8 (unless otherwise provided), with simple English translations but without formalities except for the Bill of Sale and Commercial Invoice which will be delivered as provided in section 8 herein.

At the Closing Date: Originals of all documentation in this Clause 8 (unless otherwise provided) (in English or translated to English) will be delivered by the Sellers to a representative of the Buyers in Lima, Perú on the Closing Date on the joint closing meeting of Parties.

(a) At the Closing Date, the following documents (in English or translated to English) shall be delivered to the Buyers as provided in this Clause 8 as follows:

(i) Original Legal Bill of Sale

- (1) Three (3) duly signed, notarised and apostilled Original Legal Bills of Sale (in English) in a form recordable in the Buyers' Nominated Flag State, duly signed by the Sellers, indicating that the transfer of the ownership of the Vessel will occur at the Delivery Date and stating that the Vessel is free from all charters, taxes, claims, mortgages, encumbrances and maritime liens or any other debts, duly notarially attested and apostilled;

(ii) Original Legal Opinion of Sellers' Peruvian Counsel

- (1) The original English language version of Sellers' Peruvian counsel's legal opinion attesting that the Sellers' representative is duly authorized to sign this Agreement, any affidavits provided pursuant to this Agreement, the Original Legal Bill of Sale, and any other documents that may be necessary related to this Agreement, duly notarially attested and apostilled;

(iii) Corporate Governance Authority and Power of Attorney

- (1) Copy of the Spanish and English versions of Seller's Shareholders Minutes stating that all necessary corporate, shareholder and other action have been taken by the Sellers to authorise the execution, delivery and performance of this Agreement (including Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Agreement, which shall be contained in the shareholders meeting resolution) and to sign and deliver any documents related to the sale of the Vessel to the Buyers, including the Bill of Sale and the Protocol of Delivery and Acceptance as per the terms of the this Agreement, duly notarially attested and legalized with apostille;
- (2) Power of Attorney given to authorized representative(s) of the Sellers to execute this Agreement, the Escrow Agreement and any amendments, execute any release letters or payment instructions or other instructions in connection with the payment of the purchase price, and to sign and deliver any documents related to the sale of the Vessel to the Buyers including the Bill of Sale and the Protocol of Delivery and Acceptance as per the terms of this Agreement, duly notarially attested and apostilled;

(iv) Evidence of Good Standing

- (1) An original Spanish version of evidence of the Good Standing Certificate (*Certificado de Vigencia de Persona Jurídica*) issued not earlier than ten (10) days prior to the Execution Date, duly apostilled;

(v) Evidence of Non-Encumbrances

- (1) An original version of Certified Copy of Transcript of Registry (*Copia Literal de Partida*) issued not earlier than six (6) days prior to the Execution Date, duly apostilled;
- (2) An original version of the Ownership Certificate and Non Encumbrances Certificate (*Certificado Negativo de Gravámenes*) which confirms that the Vessel is free from registered encumbrances and mortgages, issued not earlier than six (6) days prior to the Execution Date, duly apostilled;

(vi) Declaration of Class

- (1) A copy of an English language version of the Declaration of Class or (depending on the Classification Society) a copy of the Class Maintenance Certificate confirming that the Vessel is free of condition/recommendation;

(vii) Commercial Invoice

- (1) An original of the Commercial Invoice for the Vessel, giving the Purchase Price and main particulars of the Vessel, in duplicate, as soon as the Seller's receives evidence that the order to the Escrow Agent to release the funds has been executed and delivered to the Escrow Agent;

(viii) Satellite Communications

- (1) A copy of a Spanish language version of Sellers' letter to their satellite communication provider requesting cancellation of the Vessel's communications contract;

(ix) Black Listing Affidavit and Deletion Certificate

- (1) An original English language version of the Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not black listed by any nation or international organisation, and an undertaking that the Sellers will take reasonably necessary steps to effect deletion from the Vessel's registry forthwith;

- (2) A copy of the Spanish language petition evidencing commencement of the process for obtaining the deletion certificate shall be hand delivered to a representative of the Buyers in Lima, Perú, on the Closing Date;
 - (3) Sellers will provide official evidence of deletion to the Buyers promptly following delivery of the Vessel and at the latest by September 30, 2017;
- (b) At the Closing Date, the following documents (in English or translated to English), unless otherwise provided in this Clause 8, shall be delivered by the Buyers with all the formalities as follows:
 - (i) Power of Attorney of the Buyers, duly notarized and apostilled, in respect of those individuals authorized on behalf of the Buyers to execute this Agreement and any Addenda thereto, the Escrow Agreement and any amendments, the Protocol of Delivery and Acceptance, acceptance of the Bill of Sale, execute any release letters or payment instructions or other instructions in connection with the payment of the purchase price, taking delivery of all documents listed in Clause 8 and any other document provided in this Agreement and taking physical delivery of the Vessel;
 - (ii) A Good Standing Certificate or the legal opinion from Russian counsel to the Buyers (duly notarised, apostilled and with Official English Translation) covering that all necessary corporate, shareholder and other action has been taken by the Buyers to authorise the execution of this Agreement and any other document related to the Vessel purchase, and that the Buyers are in good standing issued not earlier than seven (7) days prior to the Execution Date;
 - (iii) Minutes of meeting or written Resolutions of shareholder(s) of the Buyers approving purchase of the Vessel from the Sellers and granting power of attorney to authorized representative(s) of the Buyers to execute this Agreement, and to sign and deliver any documents related to the purchase of the Vessel by the Buyers including the Bill of Sale and the Protocol of Delivery and Acceptance as per the terms of this Agreement, and evidence of Power of Attorney of the Buyers appointing one or more representatives with faculties to act on behalf of the Buyers in the subscription of the corresponding Public Deed in Perú and any other documents which may be necessary to execute this Agreement, duly notarised, apostilled and with Official English Translation;
 - (iv) Articles of Incorporation notarised and apostilled and with English translation;
 - (v) Passport copies of authorized persons or persons as Attorneys-in-Fact of the Buyers to execute the transaction with English translation;

- (vi) Evidence of a certification or affidavit of a representative of the Buyers referencing that the grantor of the power is duly authorized in accordance with the bylaws of the Buyers; with such evidence duly notarised, apostilled and with Official English Translation; and
- (vii) A copy of English written instruction to the Escrow Agent directing the Escrow Agent to release the Deposit and balance of the Purchase Price (i.e., the Purchase Price minus the Deposit) to the Sellers as of the Closing Date.
- (c) On the Closing Date, Sellers shall provide the Buyers with an affidavit from the Sellers' representative that to the best of his knowledge all relevant documents (i.e. classification certificate(s), international tonnage certificate(s)), as well as all plans, drawings and manuals (excluding ISM/ISPS manuals) on board the Vessel as of the date the Buyers inspected the Vessel remain on board the Vessel or shall otherwise be provided.
- (d) 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.
- (e) The Parties shall sign and deliver to each other Spanish and English language versions of the Protocol of Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers including that, as a result of the delivery of the Vessel has occurred the transfer of ownership of the Vessel from the Sellers to the Buyers.

The Buyer's representative shall hand deliver the Protocol of Delivery to the Seller's on the Closing Date with the formalities requested by the Seller's in writing prior to signing of this Agreement by the Buyers.

9. Encumbrances

- (a) The Sellers hereby represent and warrant that the Vessel, at the time of delivery, is free from any and all charters, encumbrances, mortgages, maritime claims and maritime liens or any other debts whatsoever, and is not subject to Port State or other administrative detentions or fines or penalties including under the relevant IUU regulations, and any costs associated with the Vessel being laid up, have been paid in full up to the time of delivery.
- (b) Subsequent to the delivery of the Vessel, the Sellers shall indemnify and hold the Buyers harmless from and against any claim, demand, action, proceeding, judgment, award, fine, liability, loss, cost, tax and expense, including reasonable attorneys' fees (collectively, "**Losses**" and individually, a "**Loss**") that is made or brought against the Buyers or the Vessel, or that the Buyers or the Vessel suffer as a result of (x) any breach or inaccuracy of the representations and warranties in Clause 9(a) and (y) any liability or loss in connection with any other claims or maritime liens that arose or accrued prior to delivery of the Vessel that are

asserted against the Vessel, provided that, the Sellers are only obligated to indemnify the Buyers for Losses that are asserted within one (1) year of delivery of the Vessel up to a maximum amount of USD \$1,000,000. For the avoidance of doubt, any such claim of Loss that is first asserted within one (1) year of delivery shall be subject to indemnity under this Clause 9 regardless of whether it is liquidated thereafter.

- (i) In the event that the Buyers intend to make a claim under Clause 9(b) to be indemnified by the Sellers hereunder that does not involve a Third Party Claim (as defined below), the Buyers shall promptly send to the Sellers a written notice specifying the nature of such claim or demand, to the extent it is known, and the amount or estimated amount (which estimate shall not be conclusive of the final amount of such claim and demand) of such claim or demand, together with copies of the relevant documents in their possession (a “**Claim Notice**”), provided, however, that any failure to furnish such Claim Notice shall not relieve the Sellers from any liability or obligation hereunder.
 - (ii) In the event of a Claim Notice, the amount of which (x) is undisputed by the Buyers, (y) was disputed but as to which (A) a final non appealable decision has been rendered or (B) an agreement has been reached between the Buyers and the Sellers, such amount shall, subject to the terms and conditions of this Clause 9, conclusively be deemed a liability of the Sellers hereunder.
- (c) The obligations and liabilities of the Buyers with respect to Losses resulting from the assertion of liability by third parties (each such obligation and liability, a “**Third Party Claim**”) shall be subject to the following terms and conditions:
- (i) The Buyers shall promptly give written notice to the Sellers of any Third Party Claim that might give rise to any Loss by the Buyers, stating the nature and basis of such Third Party Claim, and the amount thereof to the extent known. Such notice shall be accompanied by copies of all relevant material documentation in the possession of the Buyers with respect to such Third Party Claim, including any summons, complaint or other pleading that may have been served, any written demand or any other material document or instrument, provided, however, that any failure to furnish notice of such Third Party Claim shall not relieve the Sellers from any liability or obligation hereunder.
 - (ii) From and after receipt of notice of a Third Party Claim pursuant to Clause 9(c)(i), the Sellers shall have the right to assume and conduct, at the Sellers' own expense, the defense against the Third Party Claim in the Sellers' own name or in the name of the Buyers with counsel reasonably acceptable to the Buyers. Buyers shall have the right to employ separate counsel in any such Third Party Claim or to participate in the defense thereof, but the fees and expenses of such counsel shall not be included as

part of any Loss incurred by the Buyers and shall not be payable by the Sellers; provided, however, that if the representation of the Buyers by the same counsel as the Sellers would be inappropriate under applicable standards of professional conduct, the Buyers shall be entitled to appoint one separate counsel for such claims and defenses, at the reasonable cost and expense of the Sellers. The party or parties conducting the defense of any Third Party Claim shall keep the other parties apprised of all significant developments with respect thereto and shall not enter into any settlement, compromise or consent to judgment with respect to such Third Party Claim without the prior consent of the other parties thereto, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that the Sellers shall be entitled to settle, compromise or consent to a judgment without the consent of the Buyers with respect to a Third Party Claim that only imposes monetary obligations and in circumstances where the Buyers and the Vessel are furnished a full and unconditional release. The Buyers shall make available all information and assistance for the defense of the Third Party Claim as the Sellers may reasonably request and shall cooperate reasonably with the Sellers in such defense.

- (d) Except in connection with Third Party Claims, the Buyers waive any right to recover indirect, consequential, special, exemplary or punitive damages and the Buyers agree that such damages are not included in the definition of "Losses".
- (e) The Buyers shall use commercially reasonable efforts to mitigate all Losses upon becoming aware of any event or circumstance that could reasonably be expected to give rise to any Losses that are indemnifiable under this Clause 9.
- (f) Without limiting the Sellers' indemnity obligations hereunder, it is hereby agreed that the Escrow Agent shall continue to hold and maintain the Deposit for the Holdback Period as security for such indemnity obligations hereunder. If no claims have been asserted during the Holdback Period, the Deposit shall be released to the Sellers upon expiration thereof. If any undisputed claims are asserted (as aforesaid) during the Holdback Period, the undisputed amount claimed shall be released by the Escrow Agent to the Buyers to enable payment, reimbursement or settlement of the same. The balance of the Holdback Amount, less any amounts released to the Buyers as aforesaid, shall be released by the Escrow Agent to the Sellers upon expiration of the Holdback Period. Further, if any monies released to the Buyers to cover any claims are not required to meet those claims then such monies shall be paid by the Buyers to the Sellers as soon as it is clear they are not required. The Buyers and Sellers hereby irrevocably and unconditionally agree to sign and deliver to the Escrow Agent any joint instruction letters as may be required to give effect to the provisions of this clause.

10. Taxes, fees and expenses

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.

11. Condition on Delivery Date

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. The Vessel shall be delivered free of cargo and free of stowaways with her Class maintained, and valid "inspection" in this Clause 11, shall mean the date of this Agreement.

12. Name/markings

Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel markings.

13. Buyers' default

Should the Deposit not be lodged in accordance with Clause 2 (*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. Should the Purchase Price not be paid in accordance with Clause 3 (*Payment*), the Sellers have the right to cancel the 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 proven losses and for all expenses incurred together with interest.

14. Sellers' default

Should the Sellers fail to give Notice of Readiness in accordance with Clause 5(b) or fail to be ready to validly complete a legal transfer by the Cancelling Date or if Notice of Readiness is given and the Sellers are not in a position to deliver within three (3) Banking Days of such Notice of Readiness including the documentation required in Clause 8 from the Seller, 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 New Cancelling Date in accordance with Clause 5(c), the Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this Agreement, the Deposit and the balance of the Purchase price together with interest earned, if any, shall be released to them immediately, and for the avoidance of doubt, the return of the Deposit and the balance of the Purchase price shall be the Buyers' exclusive remedy in the event of the Sellers' default. The impossibility of delivering the vessel on the Cancelling Date will cause the termination of this agreement with no liability of the Buyer's to the Seller's.

15. Buyers' Representatives and Interim Work

After this Agreement has been signed by the Buyers 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 expense. 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, provided, however, that the Buyers shall have the right to perform certain reasonable repairs to the Vessel at the Buyers' sole expense, after the Deposit has been paid to the Escrow Account. The Buyers shall procure adequate insurance in order to gain access to the Vessel prior to towing the Vessel, to the extent necessary, or to performing repairs on the Vessel. For the avoidance of doubt, all towage, insurance, and repair expenses are at the Buyers' sole expense. Further, the Buyers shall have no right to reimbursement of such expenses (including insurance, towage, and repair costs) even if the Sellers do not sign this Agreement or are unable to otherwise close this transaction. The Buyers and the Buyers' representatives shall sign the Sellers' P&I Club's standard letter of indemnity prior to their embarkation.

16. Law

This Agreement and any non-contractual obligations arising out of or in connection with it is governed by and construed in accordance with New York law.

Any dispute arising out of or in connection with this Agreement shall be referred to three (3) persons in 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.

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.

The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award.

17. Notices

All notices to be provided under this Agreement shall be in writing.

Contact details for recipients of notices are as follows:

For the Buyers: **Aleksandr Shuldyk, Russian International Passport №75 5028991; email: a.shouldyk@fishdv.ru**

For the Sellers: **Francisco Javier Paniagua Jara, identified with ID No. 09399610 – email: fpaniagua@copeinca.com.pe**

18. Entire Agreement

The written terms of this Agreement including those under Clause 19 through 20 hereunder and any appendices hereto 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. This Agreement can be amended, modified or supplemented only in a writing executed by duly authorized representatives of the Buyers and Sellers, respectively.

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. Any terms implied into this Agreement by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud.

Clauses 19 through Clause 21 form an integrated part of this Agreement.

19. Conditions

- (a) The sale as agreed in this Agreement is subject to, including the obligations of the Seller conditioned on this Agreement, Sellers' approval to be agreed on at a shareholders meeting. This condition must be lifted soonest possible, but no later than September [30], 2017, unless otherwise agreed to by the Parties. Upon their signing of the Agreement, the Sellers shall make prompt application to the relevant governmental authorities for the issuance of a Certificate of Deletion for the Vessel.
- (b) Notwithstanding any other provision of this Agreement, the Buyers shall be entitled to reject the Vessel at any time prior to delivery if she is discovered to have been involved in any illegal, unreported and unregulated fishing activity or is in contravention of CCAMLR, NEFAC, NAFO, FAO, ICCAT, IOTC, NASCO or similar regulations in respect of the same.

20. Class Certificates

- (a) The Buyers are aware of the Vessel's class status as being laid up, and that the Vessel's class certificate expired June 30, 2017. However, the class certificate may be renewed at any time.
- (b) The Buyers have been given a class status report and are aware of other class surveys being due or overdue.

21. Languages of the Agreement

- (a) This Agreement is made in the Russian, Spanish and English languages. In case of any inconsistency, the text of the English Language shall prevail.
- (b) This Agreement shall be signed by Parties by exchange of signed PDF form of this Agreement via e-mail with further exchange of originals on the Closing Date or sending to each other via express-mail.