

AS PER ASSOCIATION OF SHIP BROKERS 1184205016962)  
CODE WORD: VST - 4217999268)  
DATE OF ISSUED: 26-06-2023  
DUE DATE: 12-11-2023  
TRANSACTION REFERENCE No: VST/CPA/SILK WAY PETROLEUM/VLS/6242/DIESEL EN590 10PPM 2023

VOYAGE CHARTER PARTY AGREEMENT

It is mutually agreed between JS "VOLGA FLOT", (hereinafter referred to as "the Owner") being owner of the vessel and SILK WAY PETROLEUM DETAILS: (Hereinafter referred to as "the Charterers) that this Agreement shall be performed in accordance with the conditions contained in PART I including this Preamble and additional clauses, if any agreed and stated in additional clauses, and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

CHARTER PERIOD: 26 JUNE 2023  
PORT OF DELIVERY: CIF- (MONROVIA PORT)

That the transportation herein provided for will be performed in accordance to the terms and conditions of this Charter Party, which includes this Preamble and Part I and Part II. In the event of a conflict, the provisions of Part I will prevail over those contained in Part II.

Freight rate: USD \$470,000  
Additional Fee: USD 0.00  
Discount: USD \$0.00 per mt  
Total Freight rate: USD \$470,000 USD giving a total rate of USD \$470,000 with 100% payment by TT wire transfer in advance 48 hours after signing this agreement before Vessel delivery to charterers loading port.

PART I

A. Description of Vessel:

Deadweight (t): 50314 t DWT. From 10,000 Metric Tons Above, Draught (Loading) (m): 10.4, Speed (knots): 16.70,  
Length Overall x Breadth Extreme: 189.02 x 32.23 m Class: Oil Cargo Vessel  
Group: Oil tanker Vessel's option for cargo: 10,000 mt /50,000 MT more or less, Vessel's option.  
Coated x  Yes  No  
Coiled x  Yes  No Last two cargo: DIESEL EN590 10PPM with Legal export License. Only legal.  
Now: DIESEL EN590 10PPM with Legal export License. Only legal.  
Expected Ready: Ready.

Consignee warrants the chartered vessels(s) will be allowed to discharge her cargo within Seventy Two (72) free running hours SHINC, plus six (6) hours NOR, and however, maintaining at the ship's manifolds an average discharge pressure of not more than ten (10) kilogram per square centimeter (kg/m<sup>2</sup>)

B. LAYTIME: shall commence upon the expiration of six (6) hours after tender of notice of readiness, or upon vessel being all fast in berth, whichever is earlier.

C. Lay days: 3 days, commencing: JUNE/JULY 2023 cancelling: NOVEMBER 2023,

D. Loading Port(s): (BATUMI)

E. Discharging Port(s): 15,000 metric tons (+/- 5%) in One shipment for 15,000 MT Month to be delivered to CIF- (MONROVIA PORT) Charterers option clean Cargo no SULFUR 10PPM with Legal export License. Only legal.

F. Clean Cargoes: DIESEL EN590 10PPM charterers option

G. Freight Payable to: Owner's Nominated Beneficiary bank coordinates via T/T MT103

H. Freight Charges Tariff: \$470,000, totaling \$470,000, to be paid 100% by cargo Charterers immediately after signing this agreement before Vessel delivery, Berth reservation and loading will commence.

I. Method of freight payment: The payment method that is accepted is bank to bank T/T Wire Transfer within 3 (Three) international banking days from the date of issuing invoice.

J. Total Lay time in Running Hour: 72 hrs. loading, 72hrs. discharges.

K. Demurrage per day: DOLLAR \$40,000.00.

L. The place of General: Average and arbitration proceedings to be Russian Federation (strike out one).

M. Special Provisions: Charterers agents at loading must present Captain with Export License for all products to be loaded. All Products loaded must be of legal origin and with corresponding permits of the country of origin.

N. COMMENTS: COA; Owner can nominate any vessel AFRAMAX size to any size or small to cover the obligation of this agreement.

O. ACCIDENTS: The owner agrees that should the chartered vessel, after arriving or delivery at the nominated port of loading, sustain break down of machinery, be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the charterer for a period of twenty-four (24) hours or more, or should the vessel be lost or said damage(s) be so extensive that the vessel cannot be, or is not repaired within twenty-four (24) hours, the cost of repairs being brought about by any act or default of the Charterers, the Charterer and Co-Charterers shall have the right to terminate the charter agreement. The owner shall make a pro rata return of all the freight fees to the Charterer and Co-Charterer from the time of such loss or damage.

AGREEMENT: This agreement is for the total of 15,000 metric ton of DIESEL EN590 10PPM to be carried out within the month of JUNE/JULY 2023 subject to payment confirmation from charterers.

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written

ADDRESS: 15A Markin square, Nizhny Novgorod, Russia, 603001  
PHONE: +7 495 235 6014+7 495 295 0867  
WEB: www.volgafлот.ru, EMAIL: charter@volgafлот.ru

OWNER:

JS "VOLGA FLOT"

ADDRESS: 15A Markin square, Nizhny Novgorod, Russia, 603001

PHONE: +7 495 235 6014+7 495 295 0867

MR PAVEL VINOGRADOV



*Вильям*

**FAKE**

CHARTERERS: (1)

SELLER: SILK WAY PETROLEUM

LEGAL ADDRESS: ASTANA, ESIL DISTRICT, DNNUKHAMED KONAIEV ST, 10 KAZAKHSTAN.

TELEPHONE NO: +7 705 5947752

REP: (MR. SHAIMUKHAMBETOV ILYAS ERMEKOVICH DIRECTOR)



*Ильяс*

**FAKE**

WARRANTY - VOYAGE - CARGO: The vessel, classed as specified in Part I hereof, and to be so maintained during the currency of this Charter party, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) named in accordance with Clause 4 hereof, and being seaworthy, and having all pipes, pumps and heater coils in good working order and in every respect fitted for the voyage, so far as the foregoing conditions can be obtained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control expected, shall load (always afloat) from the factors of the Charterer a full and complete cargo of petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her bunker fuel, consumable stores, boiler feed, culinary and drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, direct to the Discharging Port(s), or so near thereunto as she may safely get (always afloat), and deliver said cargo. If heating of the cargo is

requested by the Charterers, the Owner shall exercise due diligence to maintain the temperatures requested.

FREIGHT: Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except dead freight) as shown on the Inspector's Certificate of Inspection. Payment of freight shall be made by Charterers with discount before pumping start. Delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The services of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

DEADFREIGHT: Should the Charterers fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterers, proceed on her voyage provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, dead freight shall be paid at the rate specified in Part I hereon on the difference between the intake quantity and the quantity the Vessel would have carried if loaded to minimum permissible freeboard for the voyage.

#### NAMING LOADING AND DISCHARGE PORTS:

(a) The Charterers shall name the loading port or ports at least twenty four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from bunkering port for the voyage, or upon signing this Charter Party if the Vessel has already sailed. However, Charterer shall have the option of ordering the Vessel to the following destinations for wireless orders: On a voyage to (MONROVIA PORT).

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterers shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places: Place on a voyage to a port or ports in (MONROVIA PORT).

(c) Any extra expense incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used lay time.

LAYDAYS: Lay time shall not commence before the date stipulated in Part I, except with the Charterer's sanction. Should the Vessel not be ready to load by 4:00 o'clock P.M. (local time) on the cancelling date stipulated in Part I, the Charterers shall have the option of cancelling this Charter Party by giving Owner notice of such cancellation within twenty - four (24) hours after such cancellation date, otherwise this Charter to remain in full force and effect.

NOTICE OF READINESS: Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterers or his agent notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and lay time, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a sea loading or discharging terminal and all fast when loading or discharging alongside a wharf, whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used lay time.

HOURS FOR LOADING AND DISCHARGING: The number of running hours specified as lay time in Part I shall be permitted the Charterer as lay time for loading and discharging cargo; but any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used lay time. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used lay time, if the Charterers,



shipper or consignee prohibits loading or discharging at night, time so lost shall count as used lay time. Time consumed by the Vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used lay time.

DEMURRAGE: Charterers shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used lay time as elsewhere herein provided exceeds the allowed lay time elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labour or by breakdown of machinery or equipment in or about the plant of the Charterers, supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one half of the amount stated in Part I per running hour or pro rata for part of an hour of demurrage so incurred. The Charterers shall not be liable for any demurrage delay caused by strike, lockout, stoppage or restraint of labour for Master, officers and crew of Vessel or tugboat or pilots.

SAFE BERTHING SHIFTING: The Vessel shall load and discharge at any safe place or wharf, or alongside Vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided the Vessel can proceed thereto, lie at, and depart there from always safely afloat, any lighter age being at the expense, risk and peril of the Charterers. The Charterers shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used lay time accepted.

PUMPING IN AND OUT: The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterers or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed lay time. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However, should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expense, all power necessary for discharging as well as loading, and the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into the Vessel if requested by the Charterer, providing the Vessel has facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

HOSES: MOORING AT SEA TERMINALS: Hoses for loading and discharging shall be furnished by the Charterers and shall be connected and disconnected by the Charterer, or, at the option of the Owner, by the Owner at the Charterer's risk and expense. Lay time shall continue until the hoses have been disconnected. When Vessel loads or discharges at a sea terminal, the Vessel shall be properly equipped at Owner's expense for loading or discharging at such place, including suitable ground tackle, mooring lines and equipment for handling submarine hoses.

DUES - TAXES WHARFAGE: The Charterer shall pay all taxes, dues and other charges on the cargo, including but not limited to Customs overtime on the cargo, C.I.M. Taxes at Discharge port(s) The Charterer shall also pay all taxes on freight at loading or discharging ports and any unusual taxes, assessments and

governmental charges which are not presently in effect but which may be imposed in the future on the Vessel or freight. The Owner shall pay all dues and other charges on the Vessel (whether or not such dues or charges are assessed on the basis of quantity of cargo). The Vessel shall be free of charges for the use of any wharf, dock, place or mooring facility arranged by the Charterer for the purpose of loading or discharging cargo; however, the Owner shall be responsible for charges for such berth when used solely for Vessel's purposes, such as awaiting Owner's orders, bunk cleaning, repairs, etc. Before, during or after loading or discharging.

CARGO EXCLUDED VAPOUR PRESSURE: Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100° F.) in excess of three and one-half pounds (13.5 lbs.) As determined by the current A.S.T.M. Method (Reid) D-323.

FLASH POINT: Cargo having flash point less than one hundred and fifteen-degrees Fahrenheit (115° F.) (Closed cup) A.S.T.M. method D-56 shall not be loaded from lighters but this clause shall not restrict the Charter from loading or topping off Oil Product from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

ICE: (a) In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterers, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

(b) If on account of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged, the Master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 14 (a) where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

TWO OR MORE PORTS COUNTING AS ONE: To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such group or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditions:

(a) Consignee shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Consignee.

(b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in Clause 9 hereof.

(c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used lay time.

(d) Time consumed shifting between berths within one of the ports or terminals of the particular grouping or combination shall count as used lay time.

GENERAL CARGO: The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any description, the cargo the Vessel is to load under this Charter is to consist only of liquid bulk cargo as specified in Clause 1.

QUARANTINE: (a) Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

(b) FUMIGATION. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owners at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

CLEANING: The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination, or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) seaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

GENERAL EXCEPTIONS CLAUSE: The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:- any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; seaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied, or from any other cause of whatsoever kind arising without the actual fault or priorities of the Owner. And neither the Vessel nor Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:- Act of God and of war; perils of the seas; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general or riot or civil commotion.

ISSUANCE AND TERMS OF BILLS OF LADING:

(a) The Master shall, upon request, sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which, the Vessel cannot enter, remain at end leave in safety and always afloat nor for any blockaded port.

(b) The carriage of cargo under this Charter Party and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (I) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by

the reference in any such Bill of Lading In such sub paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Chartered Owner of the Vessel.

(i) CLAUSE PARAMOUNT. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States, approved April 16, 1936, except that if this Bill of Lading is issued at a place where any other Act, ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924, then this Bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation hereinafter called the "Act" shall be deemed to be incorporated herein and nothing herein contained shall be deemed surrender by the Owner of any of its rights or immunities or an increase of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such terms shall be void to that extent but no further.

(ii) JASON CLAUSE. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Owner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or His agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.

(iii) GENERAL AVERAGE. General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter. If a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or securities shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo, if requested, any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized licensed bank at the place where the General Average statement is prepared.

(iv) BOTH TO BLAME. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the Owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.



(v) LIMITATION OF LIABILITY. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.

(vi) WAR RISKS. (a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or (b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge, the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owner's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.

(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nations under whose flag the vessel sails or any other government or local authority including any de facto government, local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the Charter the licence on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading.

All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

(vii) DEVIATION CLAUSE. The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of Vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular Course of the voyage. Any salvage shall be for the sole benefit of the Owner.

LIEN: The Owner shall have an absolute lien on the cargo for all freight, dead freight, demurrage and costs, including attorney fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charter, or of the holders of bills of lading covering the same or of any storage man.

AGENTS: The Owner shall appoint Vessel's agents to call on behalf of the Owner.

BREACH: Damages for breach of this Charter shall be for all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

ARBITRATION: Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the Russian Federation whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notices served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party.

In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

SUBLET: Charterer shall have the right to sublet the Vessel. However, Charterer shall always remain responsible for the fulfillment of this charter in all its terms and conditions.

OIL POLLUTION CLAUSE: Owner agrees to participate in Charterer's program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel, cargo or life

a sea would be imperiled. Upon notice being given to the Owner that Oil Pollution Avoidance controls are required, the Owner will instruct the Master to retain on board the vessel all oily residues from consolidated tank washings, dirty ballast, etc, in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard. If the Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and paid for by Charterer. The oil residues will be pumped ashore at the loading or discharging terminal, either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board co-mingled with or segregated from the cargo to be loaded, Charterers shall pay for any dead freight so incurred. Should it be determined that the residue is to be co-mingled or segregated on board, the Master shall arrange that the quantity of tank washings be measured in conjunction with cargo suppliers and a note of the quantity measured made in the Vessel's hull age record. The Charterers agrees to pay freight as per the terms of the Charter Party on any consolidated tank washings, dirty ballast, etc., retained on board in accordance with Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel that could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used lay time.

For office use only

**BILL OF LADING**

Shipped in apparent good order and condition by \_\_\_\_\_ on board the \_\_\_\_\_ Tanker vessel \_\_\_\_\_ whereof \_\_\_\_\_ is Master, at the port of \_\_\_\_\_ to be delivered at the port of \_\_\_\_\_ or so near thereto as the Vessel can safely get always afloat, unto \_\_\_\_\_

\_\_\_\_\_ or order on payment of freight at the rate of \_\_\_\_\_

\_\_\_\_\_ This shipment is carried under

and pursuant to the terms of the contract/charter \_\_\_\_\_ dated \_\_\_\_\_ XXXXX/XXXXX \_\_\_\_\_

between \_\_\_\_\_ and \_\_\_\_\_, as Charterer, and all the terms whatsoever of the said contract/Charterers except the rate and the payment of freight specified therein apply to and govern the right of the parties concerned in this shipment.

In witness whereof the Master has signed \_\_\_\_\_ Bills of Lading of this tenor and date, one of which being accomplished the others will be void.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ M. \_\_\_\_\_

This Charter Party is a computer generated copy of the B/L PTANYAV form.

I have read and understood the terms of this agreement, plus all additional conditions and/or listed above, before signing. Therefore, to the true and faithful performance of the foregoing VOYAGE CHARTER

PARTY AGREEMENT, said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

<FINAL CONCLUSION AGREEMENT PARTIES SIGNATORY>

OWNER:

JS "VOLGA FLOT"

ADDRESS: 15A Markin square, Nizhny Novgorod, Russia, 603001

PHONE: +7 495 235 6014+7 495 295 0867

MR PAVEL VINOGRADOV



*Pavel Vinogradov*

**FAKE**

CHARTERERS: (1)

SELLER: SILK WAY PETROLEUM

LEGAL ADDRESS: ASTANA, ESIL DISTRICT, DNNUKHAMED KONAEV ST, 10 KAZAKHSTAN.

TELEPHONE NO: +7 705 5947752

REP: (MR. SHAIMUKHAMBETOV ILYAS ERMEKOVICH DIRECTOR)



*Ilyas Ermekovich*

**FAKE**

END OF C. P. AGREEMENT

VOLGA SHIPPING ORIGINAL C.P.A