SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made this 3rd day of July 2024, BETWEEN YM THUNDER 1 SHIPPING LIMITED of 26, Ghar id-Dud Street, Sliema SLM1573 MALTA or its assigns (hereinafter referred to as "Buyer") AND the PORT AUTHORITY a body corporate established under the Port Authority Act, Cap. 333 of the Laws of Antigua and Barbuda of PO Box 1052, Deepwater Harbour, Saint John's, Antigua and Barbuda (hereinafter referred to as "Seller") and the GOVERNMENT OF ANTIGUA AND BARBUDA (hereinafter referred to as "GOAB"); the Buyer, Seller and GOAB each a "Party" and together the "Parties".

WHEREAS:

- A. The Parliament of GOAB enacted the Port Authority (Amendment) Act, inserting a new section 38A into the Ports Authority Act Cap. 333, empowering the Seller to take possession of and title to any vessel which poses an imminent threat to the environment or the safety and security of any port or harbour in Antigua and Barbuda, the other vessels moored there and to the economy of Antigua and Barbuda.
- B. On 21 March 2023 the Seller published a notice in the Antigua and Barbuda Official Gazette declaring an intention to purchase the motor vessel described in paragraph 1 below currently known as the 'Alfa *Nero*' (herinafter referred to as "the Vessel") abandoned and declaring that it poses an imminent threat to the environment, to the safety and security of the harbour or other vessels in the harbour and a risk to the socio-economic development of Antigua and Barbuda. The Seller published a similar such notice in the Lloyd's List on 28 March 2023.

Seller ... Buyer.

The Seller subsequently proceeded to take possession of and title to the Vessel, registering such title under the laws and flag of Antigua and Barbuda (the "Seizure").

- C. The Seller hereby agrees to sell the Vessel to the Buyer subject to the terms of this Agreement AND subject to the provision by GOAB to the Buyer of a valid and binding guarantee and indemnity in respect of the Seller's obligations on clean title, the Buyer wishes to buy the Vessel.
- **D.** It is understood that at all times relevant to this agreement the Port Authority is an agent of the the sovereign Government of Antigua and Barbuda.

NOW THEREFORE, in consideration of the covenants, mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Vessel Description</u>:

Subject to the terms and conditions contained herein, the Buyer agrees to purchase and the Seller agrees to sell all rights, title and interest to the Vessel described as:

Name: Alfa Nero Registered length: 68.68 meters Type: Motor Yacht

IMO #: <u>1009376</u> GRT: <u>2159</u>

including all tenders, machinery, equipment, gear, furnishings. spares, appurtenances and other articles belonging to the vessel whether aboard, onshore, or on order IN AN "AS IS" CONDITION. The Seller acknowledges and agrees that all consumables onboard at the time of closing shall be conveyed to the Buyer at no additional cost to the Buyer. Each of the Seller and GOAB agrees not to enter into any other agreement for, or to have any discussions, negotiations or other communications with any other person regarding, the sale of the Vessel to any party other than the Buyer prior to any termination of this Agreement in accordance with its terms.

2. Purchase Price:

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- (a) The purchase price of the Vessel is Forty Million United States Dollars (USD \$40,000,000.00), inclusive of any and all applicable sales tax, value added tax and any other tax or customs duties of any description (hereinafter referred to as the "Purchase Price").
- (b) Northrop and Johnson Monaco SAM (hereinafter referred to as the "Stakeholder") shall act as the sole broker and stakeholder under this Agreement. Within 5 working days of signing of this Agreement the "Deposit" of 10% of the Purchase Price, Four Million United States Dollars (USD \$4,000,000.00), shall be paid by the Buyer to the Stakeholder's below escrow account and held subject to the terms and condition of this Agreement. Interest, if any, to be credited to the Buyer. The brokerage commission and/or Stakeholder's fees, if any, shall be paid solely by the Seller.

Wire Transfer to: Wells Fargo, NA San Francisco, CA 94105 ABA Number: 121000248 Swift Code: WFBIUS6S

Credit Account of: Northrop and Johnson Monaco SAM Le Panorama 57, Rue Grimaldi Bloc A/B 7e étage 98000 Monaco Account Number: 473778-XXXX

(c) The Buyer shall transfer the balance of the Purchase Price Thirty Six Million United States Dollars (USD \$36,000,000.00) to the Seller's designated account on the Date of Closing. Production of the swift message for the transfer of the balance Purchase Price and the deposit shall be considered valid payment under this Agreement and the closing will take place thereafter.

Conditions of Sale: 3.

The provision to the Buyer of a valid and binding guarantee and indemnity, duly executed by the GOAB, in favour of the Buyer securing the obligations of the Seller under this Agreement.



Seller Buyer

- ii. The Vessel to be made immediately available to the Buyer and Buyer's team for the purposes of inspection of and an agreement on the condition of the Vessel which shall be in the form of a written report and appended to and form an integral part of this Agreement as "Schedule B".
- iii. Inspection of and an agreement on the inventory of the Vessel which inventory shall be appended to and form an integral part of this Agreement as "Schedule C".
- iv. Access to the Vessel for the purposes of obtaining marine insurance for the Vessel and preparing generally to take title, possession, custody and control of the Vessel.
- v. Vessel shall be registered in the flag state Buyer's choice, in Buyer's sole description on the Date of Closing, simultaneously with, or immediately following delivery of the Vessel, the Vessel shall be: insurable on commercially reasonable, and industry standard, terms.
- (b) That, on the Date of Closing, the Vessel is delivered to the Buyer in the same condition as it was in as at the date of 29.06.2024 as determined in the written report contained in Schedule B.
- (c) That, on the Date of Closing and simultaneously with the delivery of the vessel to the Buyer, the Buyer will acquire from the Seller, to its absolute satisfaction, unencumbered clean title to the Vessel, which as of the time of delivery shall be free and clear of all debts, options, liens, mortgages, security interests and other encumbrances of any kind whatsoever.

4. Cancellation:

In the event this Agreement is terminated, except as otherwise provided in Paragraph 18 (*Default of Buyer*) herein, each Party shall be responsible for its own costs, fees or debts incurred in relation to the Vessel and the Parties hereto shall have no further obligation to one another under the terms and conditions of this Agreement.

5. Risk of Loss or Damage:

The risk of loss, damage, or destruction of the Vessel shall be borne by the Seller until delivery of the Vessel to the Buyer and acceptance of the Vessel by the Buyer.

6. Force Majeure:

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Seller ...

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In this Agreement "Force Majeure" means Act(s) of God beyond the reasonable control of the Seller or the Buyer defined as invasion, war, fire, explosion, terrorist act, hurricanes, floods, extremes of weather, tornados, government intervention and the COVID 19 pandemic or any other epidemics. Both the Seller and the Buyer agree that the deadlines mentioned in this Agreement shall be reasonably extended due to any delay arising from "Force Majeure" circumstances provided that each Party shall use its reasonable endeavors to minimize such delay.

7. Prohibition on Dealings

If, by reason or in consequence of any official sanction, prohibition or other restriction on trade, payments or dealings of whatever nature imposed on the Seller, the entities and persons referred to in Paragraph 8(c) below, or the Buyer or any of their members, shareholders, directors managers or beneficial owners by any governmental, quasi-governmental or international body, either the Seller or Buyer is prevented from dealing with the other, or cannot reasonably be expected to continue dealing with the other in accordance with this Agreement, and the affected Party fails or is unable within forty-five (45) days thereafter to have such sanction, prohibition or other restriction lifted and/or to arrange such official license or dispensation as would enable the other to resume dealing with it in accordance with this Agreement, either Buyer or Seller may terminate this Agreement by giving written notice to the other and the Parties hereto shall have no further obligation to one another under the terms and conditions of this Agreement.

8. Seller's and GOAB's Warranties:

The Seller acknowledges that the Buyer has entered into this Agreement in full reliance on the following representations by the Seller and GOAB, and the Seller and GOAB each jointly and severally represents and warrants to the Buyer that on and as of the date of this Agreement and on and as of the Date of Closing:

- (a) the Seller is the legal registered owner of the Vessel and has title to, and the right to sell, the Vessel, and that at the time of delivery of the Vessel to the Buyer it will be the legal registered owner of the Vessel and have title to, and right to sell, the Vessel, and on the Date of Closing and simultaneously with the delivery of the Vessel to the Buyer, the Buyer will acquire from the Seller clean, good and marketable title to the Vessel,
- (b) If prior to or at the time of delivery of the Vessel to the Buyer there is known or becomes known any existing debt, claim, option, lien, mortgage, security interest



Buyer...

or encumbrance against the Vessel of whatsoever kind and howsoever arising SAVE AND EXCEPT for the specific High Court claims referred to and set out in clauses 8(c) & 9(a) herein below, the Seller shall have fully discharged and removed the same prior to delivery to the Buyer, and shall have provided such evidence of satisfaction of the same as is acceptable to the Buyer in its absolute discretion;

- (c) without prejudice to the generality of Paragraph 8(b) above, the Seller further expressly warrants that any claim(s) initiated, contemplated or envisaged, including without limitation: (i) the judicial review and injunction proceedings brought by Flying Dutchman Overseas Limited and Vita Felice Limited identified by claim number ANUHCV2023/0185; (ii) any claims of Miss Yulia Gurieva-Motlokhov relating to the Vessel including those currently pending in the courts of Antigua and Barbuda identified by Claim number ANUHCV2023/0220, and of any other person or entity purporting to be the beneficiary of any trust relating to the Vessel or either of the aforesaid entities; (iii) any claims of the crew of the Vessel, including those identified by claim number ANUHAD2023/001, are or will be covered by a limited sovereign guarantee providing indemnification to the Buyer in respect of any judgments relating to the Vessel entered in those proceedings, to the satisfaction of the Buyer in its absolute discretion on or before the Date of Closing;
- (d) the Vessel has been de-listed as a Specially Designated National (hereinafter referred to as the "SDN");
- (e) the Seller is a body corporate with its own legal personality and unlimited liability, is validly existing and in good standing under the laws of Antigua and Barbuda and has the capacity to sue and be sued in its own name;
- (f) the Seller has power to conduct its business as currently conducted, to own its assets, and to enter into and perform its obligations under this Agreement and has complied with all statutory and other requirements relative to its business;
- (g) all action on its part necessary under its constitution or any applicable law has been taken to authorize it to execute, deliver and perform its obligations under this Agreement;
- (h) all necessary consents, licenses, authorizations and approvals of, all necessary registrations with and all necessary notices to any government entity which are

Seller Buyer.

required to authorize it or the Buyer to execute, deliver and perform its obligations under or to ensure the enforceability or admissibility in evidence of this Agreement have been duly obtained, made or given, are in full force and effect and have been fully complied with;

- (i) this Agreement has been duly executed and delivered by it and constitutes its valid, legal and binding obligations which are enforceable in accordance with its terms and the Guarantee has been duly executed and delivered by GOAB and constitutes GOAB's valid, legal and binding obligations which are enforceable in accordance with the Guarantee's terms, and without prejudice to the generality of the foregoing, GOAB shall have obtained all necessary approvals of the Antigua and Barbuda Cabinet and House of Representatives in connection with entry into this Agreement and the Guarantee;
- (j) the execution and delivery by it of, and the performance by it of its obligations under this Agreement (and in the case of GOAB, the Guarantee) will not contravene any applicable law, conflict with its constitutional documents, result in any breach of or constitute any default under any agreement by which it or any of its property or assets is bound or affected;

9. Indemnity:

Without prejudice to, or limitation of, any other rights or remedies that may at any time be available to or exercisable by the Buyer, the Seller and GOAB shall jointly and severally indemnify and hold harmless the Buyer and its direct and indirect, members, shareholders, partners, officers, directors, employees, agents, principals, beneficial owners, any successor in title and any other entity owned by, controlled by, or under common control with the Buyer (collectively, the "Indemnified Parties") on demand (on a full indemnity basis) against any costs (including without limitation legal costs and disbursements), expenses, liabilities, losses, actions, claims, proceedings, judgments, penalties, premiums, fees, fines and damages of whatever nature, sustained or incurred by each of them resulting from, attributable to or arising directly or indirectly in any manner out of:

(a) any claims, suits, litigation, arbitration or administrative proceedings of any kind initiated or contemplated, the subject matter of which is the Vessel, the facts underlying which arose on or before the delivery of the Vessel to the Buyer on the Date of Closing, including without limitation: (i) any claims brought by the

Seller Buyer Buyer

Flying Dutchman Overseas Limited and Vita Felice Limited related to the Vessel including those currently pending in the courts of Antigua and Barbuda identified by claim number ANUHCV2023/0185; (ii) any claims of Miss Yulia Gurieva-Motlokhov relating to the Vessel including those currently pending in the courts of Antigua and Barbuda identified by Claim number ANUHCV2023/0220; and (iii) any claims of the crew of the Vessel including those currently pending in the courts of Antigua and Barbuda identified by claim number ANUHAD2023/001;

- (b) remedying any action or omission of the Seller, or GOAB, which negatively impacts the Buyer's ability to obtain or maintain insurance or classification with the Vessel's classification society;
- (c) any representation or warranty (whether issued verbally or in writing, whether contained in this agreement, or otherwise) being untrue, inaccurate or incorrect;
- (d) any failure of the Buyer to have received clean, good and marketable title to the Vessel, free and clear from all debts, claims, options, liens, mortgages, security interests and encumbrances of any kind whatsoever,

in each case regardless of when such losses shall be suffered or incurred whether prior to, on or after the Date of Closing and regardless of whether any such losses are also indemnified or insured against by any person and regardless of whether any such losses result from or are attributable to any act or omission, negligence or otherwise, of the Buyer or its beneficial owner. Each of the Seller and GOAB further undertakes to defend each of the Indemnified Parties against any action, proceedings or claims relating to any of the foregoing, including but not limited to any actions brought by the entities and persons referred to in Paragraph 8(c) above, and to permit any Indemnified Party, at its, his or her option, to: (i) become party to any such action, proceedings or claims; or (ii) defend such action, proceedings or claims by appointing counsel of its, his or her own choosing; or (iii) make any compromise or settlement thereof, provided always that the Seller shall indemnify each of the Indemnified Parties (on a full indemnity basis) against all costs and expenses, including legal costs and disbursements, arising from the defense of any such action, proceedings or claims.

Undertakings: 10.

Each of the Seller and GOAB hereby undertakes that it, and any person owned by, controlled by, or under common control with it, shall not directly or indirectly,

Seller Buyer Buyer

transfer any portion of the proceeds of the Purchase Price to an individual or entity which is the subject of Sanctions, or transfer or use any portion of the proceeds of the Purchase Price in any manner which would or might violate Sanctions or otherwise cause the Buyer to be in violation of any applicable Sanctions.

11. Running Costs:

All running costs for the Vessel, including but not limited to berthing fees and crew wages, until delivery of the Vessel to the Buyer on completion of the sale, shall be for the Seller's account and thereafter shall be for the account of the Buyer.

12. Taxes and Permission to Sell:

- (a) Taxes: Any and all duties, taxes, costs, fees or expenses due on the Vessel prior to the time of completion of the sale or imposed as a result of the purchase of the Vessel, are the responsibility of the Seller who guarantees to indemnify and hereby indemnifies each of the Indemnified Parties for the payment of the same.
- (b) Permission to Sell: Notwithstanding the provisions of Paragraph 8(h), if permission of any governmental, regulatory, or other authority is necessary to sell the Vessel, then it shall be the responsibility of the Seller to obtain the same and any costs, fees or expenses related thereto shall be for the Seller's account.

13. Delivery:

- (a) Delivery of the Vessel to the Buyer shall occur at the time of closing. Closing shall be on or before 31.07.2024 and shall be subject to satisfaction of each of the conditions set forth in Paragraph 3 (herein before and after referred to as the "Date of Closing"). The Vessel shall be delivered by the Seller safely alongside in Falmouth Harbour, Antigua and Barbuda or such other location as mutually agreed by the Parties. Within one (1) business day of execution of this agreement all original documentation set out in Schedule B necessary for the issuance of marine insurance, provisioning and safe harboring of the Vessel shall be provided by the Seller to the Buyer.
- (b) Within five (5) business days of execution of this agreement or before the Date of Closing, the Buyer shall deliver to the Seller all documentation set out in **Schedule C**.
- (c) On the Date of Closing and upon delivery of the Vessel to the Buyer and in exchange for the he Seller shall deliver to the Buyer originals of all documentation set out in **Schedule C** for execution by the Parties.

Seller

Buyer

- (d) The Parties agree to attend a meeting to exchange the documents required to be delivered according to this Agreement alongside the Vessel in Falmouth Harbour, Antigua and Barbuda or such other location as agreed between the Parties, provided always that there shall be no public broadcasting of any meetings by any medium whatsoever and such meetings shall only be attended by the duly authorized representatives of the Buyer, the Seller, and where necessary, GOAB.
- (e) At the time of delivery and acceptance of the Vessel, the Parties shall sign a protocol of delivery and acceptance evidencing the place, date and time of delivery of the Vessel, the terms of which shall reflect the specimen protocol of delivery and acceptance as set out in "Schedule D".

14. Vessel Name:

The name of the Vessel shall be transferred with the Vessel.

15. <u>Confidentiality</u>:

Notwithstanding any disclosure of information resulting from the televised public auction of the Vessel by the Seller on 16 June 2023, the Seller and GOAB agree to keep the terms and conditions of this Agreement, including without limitation the Purchase Price, in strict confidence and shall not disclose any information concerning this Agreement to any outside party, except as may be required to complete the transaction and as required by law. The foregoing restrictions, however, shall not apply to disclosures made to employees or professionals requiring such information to assist the transaction, to maintain books and records, or to prepare tax returns.

The provisions of this Paragraph 15 shall survive the expiry or termination of this Agreement for any reason whatsoever.

16. Assignment of Agreement:

The Buyer may assign this Agreement to any entity owned or controlled by the Buyer and/or any member(s) of the Buyer's immediate family. Otherwise, neither party may assign this Agreement without the other's party's consent, which consent shall not be unreasonably withheld.

17. <u>Default of Seller</u>:



In the event the closing is not consummated due to non-performance of the Seller regarding any of the covenants in this Agreement including the Seller's failure to execute and deliver the Seller's documentation set forth in herein, the Buyer shall have all rights available to the Buyer at law or in equity. The Seller hereby agrees to pay all the expenses incurred by the Buyer due to this Agreement, including but not limited to, crew wages and travel expenses, if there is any.

In such a case, the Deposit together with interest earned, if any, shall be released immediately to the Buyers by the Stakeholder whereafter this Agreement shall be null and void.

18. Default of Buyer:

In the event the closing is not consummated on the Date of Closing due to a failure of the Buyer to pay the Purchase Price when properly due and payable in accordance with the terms of this Agreement, the Seller shall then have the right to terminate this Agreement forthwith, in which case the Parties shall have no further obligations to one another under this Agreement. For the avoidance of doubt, the Seller shall not be entitled to any claim for compensation from the Buyer or its beneficial owner, neither the Buyer nor its beneficial owner from the Seller, under this Agreement in such circumstances.

In such a case, the Deposit together with interest earned, if any, shall be released immediately to the Buyers by the Stakeholder whereafter this Agreement shall be null and void.

19. Entire Agreement:

This Agreement (including any Amendments, Addenda, Exhibits, and Consent Order) constitutes the entire agreement between the Parties hereto and it is agreed and understood that there are no other duties, obligations, conditions, liabilities or warranties, implied or otherwise. This Agreement shall be effective and binding on all parties herein, their heirs, personal representatives and/or permitted assigns when this Agreement shall have been signed by all parties or their duly authorized agents.

20. <u>Further Assurance:</u>

Each of the Seller and GOAB irrevocably and unconditionally undertake to do and perform such other and further acts and execute and deliver any and all such further

Seller Buyer.

documents which may be necessary or desirable from time to time to establish, maintain and protect the rights and remedies of the Buyer under and to give effect to the intent and purpose of this Agreement.

The Parties further agree that the Buyer is entitled to assign all guarantees and indemnities provided by the Seller and GOAB under this Agreement to third parties, for the benefit of the Buyer, without requiring additional approval from the Seller and GOAB, in the event that the Buyer transfers ownership of the Vessel after delivery.

21. Notices:

All notices in connection with this Agreement shall be in writing, in English and shall be sent via international recognized courier or via electronic mail (email). Notices sent via international recognized courier will be deemed received upon delivery or attempted delivery. Notices sent via electronic mail (email) will be deemed received on the following business day. The contact information for the Seller, GOAB and the Buyer for any notices required to be given under this Agreement are as follows (or to such other contact information as either Party may designate from time to time):

Seller:

The Port Authority

Address:

PO Box 1052, Deepwater Harbour, Saint John's, Antigua and Barbuda

Email address:

port.manager.antigua@gmail.com

With a copy to:

Craig Eliot Marcus Christopher

Email:

christopherandassociateslaw@gmail.com

Buyer:

Mr. Ali Riza YILDIRIM

Address:

Maslak Mahallesi, 1453 Sitesi, B2 Blok, Sariyer Istanbul Turkey

Email address:

ary@yildirimgroup.com

With a copy to:

Mrs. Vuslat Ubogu

Email:

vuslat.ubogu@yildirimgroup.com

Address:

Maslak Mahallesi, 1453 Sitesi, B2 Blok, Sariyer Istanbul Turkey

Seller Buyer.

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GOAB:

The Government of Antigua and Barbuda

Address:

Email address:

Governing Law and Jurisdiction 22.

- (a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Antigua and Barbuda.
- (b) Each of the Seller and GOAB agree for the benefit of the Buyer that any disputes arising out of or in connection with this Agreement (including any noncontractual dispute) shall be referred to the jurisdiction of the courts of Antigua and Barbuda, to which jurisdiction each of the Seller and GOAB hereby irrevocably submit. Nothing in this clause shall limit the Buyer's right to take proceedings against the Seller and/ or GOAB in any other court of competent jurisdiction nor shall the taking of proceedings in one jurisdiction preclude the Buyer from taking proceedings against the Seller and/ or GOAB in any other jurisdiction, whether concurrently or not.
- (c) Each of the Seller and GOAB irrevocably waives any objection on the grounds of venue or forum non conveniens, lis alibi pendens or other similar grounds.
- (d) Each of the Seller and GOAB irrevocably consents to the service of process by mail or in any other manner permitted by applicable law.
- (e) Each of the Seller and GOAB shall at all times maintain an address and an agent for service of process in Antigua and Barbuda and any claim form, writ, judgment or other notice of legal process shall be sufficiently served on the Seller and/or GOAB if delivered to such agent at such address and shall provide the Buyer with evidence of the irrevocable acceptance by such agent of its appointment on behalf of each of the Seller and GOAB in all respects satisfactory to the Buyer.

Atlantic Standard Time; Business Days: 23.

Atlantic Standard Time shall be used for the purposes of calculating all deadlines contained in this Agreement and the expression business days shall be taken to mean days on which banks are ordinarily open for business in New York, New York

Seller Buyer...

United States and Saint Johns, Antigua and Barbuda, excluding Saturdays and Sundays.

24. <u>Counterparts</u>:

This Agreement may be signed in separate counterparts by the Parties hereto, each of which shall constitute an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement or counterpart thereof received as an email attachment shall be deemed an original.

26. Miscellaneous:

- (a) The Exhibits hereto are incorporated into and form an integral part of this Agreement.
- (b) If one or more of the provisions of this Agreement is held to be invalid or unenforceable, such provision(s) shall not affect the validity or enforceability of any other provision.
- (c) Failure to exercise or delay in exercising any right, power or remedy vested in either Party shall not be deemed to be a waiver by that Party of that or any other right, power or remedy.
- (d) Paragraph or Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement. Words in the singular shall include where appropriate the plural and vice versa.
- (e) This Agreement may not be amended and/or supplemented except in writing and signed by the Buyer and Seller.
- (f) Mr. Ali Riza YILDIRIM, Ms. Sevim Buse YILDIRIM and Mr. Tarık Bugra YILDIRIM will be given citizenship of Antigua and Barbuda after completion of the sale.

IN WITNESS WHEREOF, the undersigned Buyer, Seller and GOAB have executed this Memorandum of Agreement on the date indicated above.

Signed for and on behalf of the Buyer: YM Thunder 1 Shipping Limited

Signed for and on behalf of the Seller: The Port Authority

By: Mr. Darwin Telemaque

By: Mr. Ali Rıza YILDIRIM

Seller

Buyer...

Title: UBO	Title: Port manager
In the presence of: Witness: Vuslat UBOGU Christopher	In the presence of: Witness: Craig Eliot Marcus
Address: Maslak Mah. 1453 Sitesi, Yildirim Tower B2 Blok Sariyer Ist Turkey	Address: Crn Dr. Rosa Lee Drive & 4 ^t Avenue Gambles St. John's Antigua Barbuda
Signed for and on behalf of the GOAB: The Government of Antigua and	d Barbuda
By:	
Name:	
In the presence of:	\sim