



AGREEMENT
(Vessels Sludge & Wasted oil Disposal) No.

Party A:

Party B: SHANGHAI HIGHWOODS SHIP CO., LTD.

On behalf of the owners of all Chinese ports facilities members

Party A and Party B have consented mutually to sign an agreement in handling the ship residue & disposal issues at Chinese ports. It is based on the rules and regulations of international sea water pollution preventions, i.e. MARPOL 1973/78 clause and the related pollution prevention clause in China.

Party B (including its local Partners) should own a license and operation skills with enough facilities, who must own professional Certificate as well as Working Permit approved by local government authorities. Party B is willing to highly cooperate with Party A and is capable to submit sludge handling services under safe and sound conditions in a legal way. If there is any change or withdrawal of its Certificate and/or Certificate and/or Working Permit, Party B should inform Party A immediately without any exception.

1. OBLIGATIONS:

1-1. Party A consigns Party B to deal with the sludge/residue of Party A managed vessels alongside any Chinese ports provided sludge disposal of vessels of Party A are under owners account. And Party B has agreed with this point. Party A can also consign Party B to deal with other residue issues that are excluded in Clause MARPOL 1973/78.

1-2. This agreement will come into force from the date of signature.

1-3. For Party B (including its local Partners), if its professional Certificate and Working Permit are facing changeable and/or withdrawal, Party B must inform Party A immediately. If any loss and/or damages to Party A which is caused by such a reason, Party B must bear all the loss which is encountering to Party A. Meantime, the agreement will expire immediately without any restrictions.

1-4 Nominations of disposal will be received from Master of vessel or Party A's office by email or telephone (email preferred) at least 3 days prior arrival.

The contact details of the Party B are as follows:

P.I.C. Mr. William Peng

Mobile

Email:

2. RESPONSIBILITIES

Party B shall guarantee to Party A as follows:

2-1. Party B should dispose the sludge/residue for the vessel of Party A at free of charge. The MARPOL Certificate of sludge disposal shall be immediately submitted to Party A each time upon its disposal job finished. In any case the disposal cost has changed due to the change of local

SHANGHAI HIGHWOODS SHIP CO., LTD

market, Party B Shall obtain a special approval before fixing the arrangement.

2-2. It is the obligation for Party B to deal with the residue from all vessels of Party A in a legal way according to MARPOL 1973/78 and PRC local regulations.

2-3. Party B should conduct its operations under safety, standard, timely, 24-hours services, and should guarantee that no oil spill and/or no re-pollution will occur.

2-4. Any costs, damages, charges, debts and/or other charges to Party A which is caused by the neglect and/or delay by Party B during the operation of sludge disposal, Party B must be fully responsible and compensate to Party A accordingly.

2-5. During disposal and handling of residue, Party B shall obey strictly by the Marpol 1973/78 convention and relevant laws of PRC in Sea Area Pollutions Prevention of China.

3. SUMMARY

3-1. If there is further items related which is not mentioned here above it, It should be judged and restricted by the laws of PRC government and clause of MARPOL 1973/78.

3-2. The agreement is drawn up in duplicated, each party holding one original with the same force.

4. Termination

4-1. Notification of termination is to occur within 30(Thirty) calendar days following non-performance of Contractual obligations by either party.

4-2. Either party should try to resolve any dispute in a friendly negotiation, prior to issuance of Notification of Termination.

4-3. No termination is permitted should any of the sides excuse or rectify their obligations within the stated 30 (Thirty) days from the date of notification date.

Party A:

Stamp/Signature : _____

Date: _____

Party B:

Stamp/Signature: _____

Date: _____