

## **TUG SALE AGREEMENT**

**ENTERED INTO** on the \_\_\_ day of December 2019 between-

**EUROPE ASIA PIPELINE COMPANY LTD**, a company incorporated under the laws of the State of Israel (hereinafter **“Seller”**)

of the one part, and

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ (hereinafter **“Buyer”**)

of the other part

**WHEREAS** the parties agree that Seller sells Buyer a 99 GT tug with diesel engines built in 1997 by Israel Shipyards, registered in the Israeli Register of Ships as the “Shiqma”, IMO number 9150121, registration number "361 זא" and its Spare Parts as specified in a List attached as Appendix A hereto (hereinafter the **“Tug”**) on the terms and conditions hereinafter set out:-

1. Seller hereby agrees to sell the Tug to Buyer and Buyer hereby agrees to purchase the Tug from Seller.
2. Seller will deliver to Buyer the Tug by putting it at Buyer’s disposal on the Delivery Date at Seller’s Ashkelon Terminal (the **“Port”**). Seller shall not be responsible for transport or manning of the Tug following delivery at the Port. Buyer shall remove the Tug from the Port no later than 7 days following completion of registration of Buyer as owner of the Tug in the Registry of Ships. Any delay in removal of the Tug shall result in anchorage charges on the account of Buyer, in accordance with Seller’s customary rates.
3. Seller declares that there are no liens or encumbrances preventing sale of the Tug and transfer of ownership to Buyer, subject to fulfillment of the terms and conditions herein.
4. The Tug shall be sold on an as-is basis, with a quantity of approximately 12,000 Liters of fuel on board and with Spare Parts as specified in a List attached as Appendix A hereto.
5. Buyer declares that it has inspected the Tug and found it fit for Buyer’s purposes, and it will have no claims against Seller for any loss or damage arising out of, or in connection with the condition of the Tug.
6. The specifications of the Tug are as follows:

<b>Gross Tonnage:</b>	99 tons
<b>Net Tonnage:</b>	29 tons
<b>Length:</b>	23.5 metres
<b>Maximum Breadth:</b>	7.2 metres
<b>Depth:</b>	3.85 metres
<b>Decks:</b>	2
<b>Masts:</b>	1

**Engines:** 2 4-cycle Caterpillar 500 \*2 kv  
**Speed:** 13 knots

7. Title to the Tug shall pass to Buyer following receipt by Seller of the second instalment of the Consideration, as defined herein following signature of a Protocol of Delivery and Acceptance, in the form attached as Appendix B hereto
8. Buyer and Seller shall cooperate to make their best efforts to ensure that Buyer is registered as the owner of the Tug in the Israeli Registry of Ships as soon as practically possible following the Delivery Date and not later than 20 January 2020. Seller shall not be required to assist Buyer in any change of name or flag of the Tug.
9. The price of the Tug shall be \_\_\_\_\_ (the “**Consideration**”), payable as follows:

7.1 Within seven (7) days following the date of EAPC's notice to Buyer that his bid won and, Buyer will sign the Agreement and shall pay Seller sixty percent (60%) of the Consideration, ie., \_\_\_\_\_ ;

Seller will sign this agreement following receipt by him of the aforementioned instalment of the Consideration and getting this agreement signed by the Buyer.

7.2 Within fourteen (14) days following the date of EAPC's notice to Buyer that his bid won, Buyer shall pay Seller the remaining forty percent (40%) of the Consideration, ie. \_\_\_\_\_ and also the payment for a fuel on board as specified in Sec. 4 to Agreement ;

Payment shall be made in U.S. Dollars or EURO or by local currency if the winning buyer will be an Israeli entity, all in accordance with instructions to be provided to Buyer by Seller. VAT will be added to all payments, at the applicable rate, in accordance with Israeli law.

10. If, because of an event of Force Majeure, either party is prevented (wholly or part) from carrying out any of its obligations under this Agreement and within 24 (twenty-four) hours of the occurrence of such event gives notice thereof to the other party, specifically describing the claimed Force Majeure and the anticipated duration thereof, then the party claiming Force Majeure will be excused from the performance of its obligations hereunder, to the extent, and during the period, that it is prevented by the Force Majeure event.

In this clause, the term, “Force Majeure” includes acts of God, acts of enemy, war, whether declared or not, hostilities, invasions, insurrection, riots, disorders, civil disturbances, sabotage, blockades, embargoes, strikes, lockouts, fires, explosions, earthquakes, landslides, storms, floods, or other severe weather conditions, breakdowns or damage to plants, equipment, machinery, storage installations or facilities, perils of the sea, acts or government and any other

cause or causes whatsoever not within the control of the party experiencing the same.

11. Any dispute arising out of or in connection with this Agreement shall be adjudicated before the competent courts in Tel-Aviv, Israel. The construction, validity, and performance of this Agreement shall be governed by Israeli law.
12. Neither party shall, without the previous consent in writing of the other party, assign this Agreement or any rights or obligation hereunder.
13. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior agreements, arrangements, commitments, representations, writings and discussions between them. Neither of the parties will be bound by any other prior obligations, conditions, warranties, or representations with respect to the subject matter of this Agreement.
14. No variation or modification of this Agreement shall be effective or binding unless reduced to writing and signed by both parties.
15. No relaxation or indulgence granted by either party to the other, and no delay by either of them timeously to enforce any right conferred by this Agreement, or by law, shall be deemed to amount to a waiver of such right or any other right, unless such matters referred to have been waived and agreed to in writing and signed by both parties.
16. Any notice to be given hereunder shall be sent to the following address:  
Seller                      Europe Asia Pipeline Company Ltd.  
                                    8 Shaul Hamelekh St. Tel Aviv, Israel.  
                                    e-mail – vading@eapc.co.il

Buyer                      \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date specified above.

\_\_\_\_\_  
Europe Asia Pipeline Company Ltd.

\_\_\_\_\_  
Buyer

**APPENDIX A - List of Spare Parts**

<b>Description</b>	<b>Quantity</b>
Anode zinc 8 Kg	6
Propeller 4 blades	2
Lever 036.01.040	1
Lever right 036.01.040	1
Cover for pipe	1
Solenoid 9X1413 24VDC	1
Oil Filter AC/HD-223 25010643	1
Air Filter 4L-9851	4

