INTERNATIONAL MARITIME LAW ARBITRATION MOOT

2015

IMLAM Moot organised by School of Law, Murdoch University, Perth Australia

Oral rounds hosted by Graduate School of Business and Law, RMIT University, Melbourne Australia

MOOT SCENARIO

RELEASED 5 DECEMBER 2014

We request that teams intending to register for the competition inform the moot organisers as soon as possible: email m.barron@murdoch.edu.au. It assists us with planning if we know the numbers of teams proposing to attend. You need not give the names of participants at this stage.

Registration forms, the schedule of important dates and other information for competitors can be found at the website: http://www.murdoch.edu.au/School-of-Law/Mooting/International-Maritime-Law-Arbitration-Moot/

Please follow us on twitter to ensure you are kept informed of breaking news. @IMLAMMurdoch
CHARTERER’S CORRESPONDENCE

Bill at IMWMB / 21st/0930 (UTC+1) / Charles at LDT
G’day Charles, great to meet you the other day at the Shipping Function. Very interesting and refreshing to meet a new player like LDTP. Cutting to the chase I’m really keen we – also a young operation - keen get on your panel. I’ve got one or two ideas to put your way. Please call me on +44 7777 1234 5678 and I can pass on what I have.

Charles at LDTP / 21st/1643 (UTC+8) / Bill at IMWMB
Hi Bill – pleasure was all mine - I’ll be free in 10 – call you

Bill at IMWMB / 21st/1025 (UTC+1) / Charles at LDT
Charles – in recap our telcon – you looking to move products Sing/WAF / can fill LR1 or maybe LR2 if the Arb there for the gasoil And the jet / dates end month. Reckon I’ve got a hungry Owner – let me put something together

Bill at IMWMB / 21st/1050 (UTC+1) / Charles at LDT
Charles – Owners are Western Tankers Inc (BVI) – they’ve got their LR2 avail prompt. I know Oliver there and he’s keen to get fixed / been waiting sometime

Charles at LDTP / 21st/1759 (UTC+8) / Bill at IMWMB
Hi – ok sounds interesting, get me name, description, whats her cubics and DWCC at max draft and 14 metres pls. Its getting late here and i’ve got a date over some chilli crab – talk tomoro

Bill at IMWMB / 22nd/0819 (UTC+1) / Charles at LDT
Hi Charles – WTI are keen, what dates you got

Charles at LDTP / 22nd/1522 (UTC+8) / Bill at IMWMB
Bill – can do 01 June if the ship has good cubics – I’m looking at a boat for 3 months TCT capable of lifting 30k Jet plus 70k Gasoil, Sing/WAF.

Bill at IMWMB / 22nd/0823 (UTC+1) / Charles at LDT
TCT / ok / last-done is showing day rates at low $20s / I wont promise anything I’ll get that description for you

Charles at LDTP / 22nd/1524 (UTC+8) / Bill at IMWMB
K

Bill at IMWMB / 22nd/0831 (UTC+1) / Charles at LDT
Seems this guy is keen – have all the info you need:
Cargo: 30,960MT Jet + 72,190MT GO all on 14.40m SW draft
WESTERN DAWN (IMO1234567) 108kDWT, 42m Beam, LR2, Speeds and Consumptions
Laden 14 knots at 55tpd / 13 knots at 48tpd
Ballast 15 knots at 53tpd / 14 knots at 45tpd
Approvals – BP
Last 3 cargoes - Condensate / Condensate / Miri Light Crude
Avail prompt

What you want to pay?
Charles at LDTP / 22nd/1534 (UTC+8) / Bill at IMWMB
Tks
Can we get him for 3 Months +/- 30 days CHOPT TCT at $17,500 pdpr basis 01-03 June at Singapore with redel WAF/Mohammeda range.

Bill at IMWMB / 22nd/0836 (UTC+1) / Charles at LDT
Ouch – your well down on the money... might be somewhat thin, don’t forget he’s got to pay my commission please! The markets last done was at 20 and a half and that was for an older 105 and market has been firming.
. But Let me try

Charles at LDTP / 22nd/1537 (UTC+8) / Bill at IMWMB
Last done is last done. My economics tell me it’s south of 19 for this biz

Bill at IMWMB / 22nd/0837 (UTC+1) / Charles at LDT
Let me try

Bill at IMWMB / 23rd/0523 (UTC+1) / Charles at LDT
Hi Charles
We’ve been at this for most of yesterday. The guy is keen for the biz but he’s not budging below 21500
What you want to do? It’s early here reckon this’ll give you some thinking time as he won’t answer the phone til after 8

Charles at LDTP / 23rd/1230 (UTC+8) / Bill at IMWMB
uhuhh – up early!?

Ok my guys on the trading desk want this ship – just don’t tell him that or your fried.
As it happens I know this guy over at WTI he’s keen to impress his boss. What say we try
Same period / $19250 but dates now 04-06 June at Sing plus the rest as discussed / Really not keen on London arbitration as we have had a bit of a negative experience on this recently.

Bill at IMWMB / 23rd/1552 (UTC+1) / Charles at LDT
Thanks Charles
I’ll send out the recap v soon – but we’re fixed on subs with WTI for their good lady WESTERN DAWN (IMO1234567)
At US$19950pdpr less 1.25% address and 1.25% Broker for a 3 mos +/-30days TCT with Delivery Sing 04-06 June / Redel Gib-Trieste range. Your Subjects duel COB London 26 May - with revised consumptions a/f

Speeds and Consumptions
Laden 14 knots at 53tpd / 13 knots at 46tpd
Ballast 15 knots at 50tpd / 14 knots at 43tpd

Many thanks for your support

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OWNERS CORRESPONDENCE

Bill at IMWMB / 21st/1045 (UTC+1) / Oliver at WTI
Hi Oli – in recap our telcon I have a Charterer who might be interested in your LR2 end month dates at Sing. Would take it to WAF. Please confirm interest.

Oliver at WTI / 21st/1047 (UTC+1) / Bill at IMWMB
Bill Hi – reckon we might have our good lady WESTERN DAWN prompt for you/them if Sing, but let me check.
Oliver at WTI / 22nd/0817 (UTC+1) / Bill at IMWMB
Hi Bill whassup?

Bill at IMWMB / 22nd/0818 (UTC+1) / Oliver at WTI
Not much, but wait I’ve heard my FE contact at LDTP (LDT) – is still sniffing about the market – I’ll have a dig.

Bill at IMWMB / 22nd/0825 (UTC+1) / Oliver at WTI
How about 01 June for 3 month TCT Sing to WAF with 30k Jet / 70k Gasoil. Need your Q88 and conf you can do the lift.

Oliver at WTI / 22nd/0827 (UTC+1) / Bill at IMWMB
OK - 01 June is doable. The Q88 is on your e-mail. Its our WESTERN DAWN (IMO1234567) she’s a 42m beam 108kDWT LR2 with:
Speeds and Consumptions
Laden 14 knots at 55tpd / 13 knots at 48tpd
Ballast 15 knots at 53tpd / 14 knots at 45tpd
Approvals – BP
Last 3 cargoes - Condensate / Condensate / Miri Light Crude

As to lift: reckon we can fill vessel to give 30,960MT Jet + 72,190MT GO all on 14.40m SW draft

Bill at IMWMB / 23rd/0625 (UTC+1) / Oliver at WTI
Good morning Squire
LDTP are showing you the following
04-06 June / Del Sing / US$19250 pdpr / Redel WAF-Mohammedia / Cargo Jet & Gasoil as your figures but minimum lift to be100kMT / Hire payable 30 days in advance / ST4 plus Riders / Commissions 3.75% address to LTDP and 1.25% me-IMWMB /
Please call

Oliver at WTI / 23rd/0717 (UTC+1) / Bill at IMWMB
Hi
Rates still thin / he’s getting later and his commission …. Ouch… bloody traders
Look I still cant get authority to go below 20750 - so give me a call let’s see where we can get to

Bill at IMWMB / 23rd/0845 (UTC+1) / Oliver at WTI
Ok Oli – thanks the call
To recap we’ll go back to LDTP with US$20,650 / 3 mos TCT with +/- 30 days CHOPT / his dates, Redel Gib-Trieste range / Commissions 1.25 address + 1.25 Broker.

Bill at IMWMB / 23rd/0850 (UTC+1) / Oliver at WTI
Just on the phone with Charles at LTDP now
He’s saying to take you at US$19,850 less 2.5 and 1.25 / your redel range / rest as before
I’m on the phone with him now what you say

Oliver at WTI / 23rd/0851 (UTC+1) / Bill at IMWMB
Authority aint there to go below 20500 BUT I’ll put my neck out best we can do –
Please show him US$20400 less 1.25 and 1.25 / rest as before

Bill at IMWMB / 23rd/1552 (UTC+1) / Oliver at WTI
We’re there - Your fixed on subs as per yours – 19950 less 1.25 and 1.25 / 3 mos+/-30days / Del Sing
04-06 June / Redel Gib-Trieste range. Chtrs Subs until COB London 26 May - and as we discusse earlier your revised consumptions
Speeds and Consumptions
Laden 14 knots at 53tpd / 13 knots at 46tpd
Ballast 15 knots at 50tpd / 14 knots at 43tpd
Recap on its way
Many thanks for your support

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OWNERS INTERNAL CORRESPONDENCE

Oliver at WTI / 21\textsuperscript{st}/1048 (UTC+1) / MD at WTI
Boss I’ve got a sniff of a move for the WESTERN DAWN. As you know we were bounced of a fixture Sing /East 2 weeks ago and have been waiting in the anchorage ever since.

MD at WTI / 21\textsuperscript{st}/1105 (UTC+1) / Oliver at WTI
Interesting – what / where and wahts the biz worth – remember your A *** is on the line if you don’t get something done.

Oliver at WTI / 21\textsuperscript{st}/1108 (UTC+1) / MD at WTI
Sure thing Boss – seems I’m workin FE thro our friends IMWMB so may should have all the answers til tomoro

MD at WTI / 21\textsuperscript{st}/1110 (UTC+1) / Oliver at WTI
Right – keep me informed – I’ve got a breakfast meeting first thing tomorrow – you know my mobi

Oliver at WTI / 23\textsuperscript{rd}/0840 (UTC+1) / MD at WTI
Good Morning Boss – just to keep you advised wee stil I working LDTP tho IMWMB. LDTP looking hard at the DAWN but trying to get her for mid-low 19s. I’m holding out for mid 20s or better

MD at WTI / 23\textsuperscript{rd}/0930 (UTC+1) / Oliver at WTI
I’d feel better with better than 21. Don’t give away the shop and don’t lose the biz.

Oliver at WTI / 23\textsuperscript{rd}/1540 (UTC+1) / MD at WTI
We’re almost there I think – cant get them over the 19950 fpr 3mos+/-30days prompt in Singapore

MD at WTI / 23\textsuperscript{rd}/1544 (UTC+1) / Oliver at WTI
OK don’t hang about – take it / you’ve been talking too long on this one / at leastr we get the DAWN away. Let me know when we’re on subs.

Oliver at WTI / 23\textsuperscript{rd}/1553 (UTC+1) / MD at WTI
Hi Boss - We’re on subs with the DAWN to LDTP as my last / subs due Monday 26/5 COB London

MD at WTI / 23\textsuperscript{rd}/1555 (UTC+1) / Oliver at WTI
Well done / thanks 

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From: Bill at IMWMB
Sent: Monday 26/05/2014 17:09 (UTC+1)
To: Charles at LDTP
To: Oliver at WTI
Subject: WESTERN DAWN / FULLY FIXED RECAP / CP DATED 26 MAY 2014

WESTERN DAWN / LDTP CP DATED 26 MAY 2014

BASIS PROFORMA SHELLTIME 4 (DECEMBER 2003 EDITION) PLUS “SPECIAL PROVISIONS”
*** WITH LDTP RIDER CLAUSES NUMBERS AS ATTACHED

AS AMENDED LOGICALLY AND SPECIFICALLY BY THE FOLLOWING INCLUDED HEREIN

CP DATE – LONDON MONDAY 26 MAY 2014
CHARTERERS – LDT PTE
OWNERS – WESTERN TANKERS INC (BVI)

OWNERS BANK A/C DETAILS – SCRIMP N SAVE BANK, 3005 CHEAPSIDE, LDN 66018
A/C NUMBER: 456789 - ALWESTTANK

VESSEL - M/T WESTERN DAWN
ITINERARY – AT EASTERN ANCHORAGE, ETA WESTERN ANCHORAGE 0001 HOURS 04 JUNE 2014
H&M VALUE – $60MILLION
PANDI CLUB – MEMBER OF IG GROUP
DESCRIPTION OF MT WESTERN DAWN:
IMO NUMBER: 1234567
FLAG: BVI
POR: ROAD HARBOUR
CLASS: BV
SUMMER DWT: 108433
SUMMER DRAFT: 15.019
COATED: CARGO AND SLOPS FULL EPOXY
COILS: SS IN ALL TANKS
DETAILS AS PER Q88 (ATTACHED)

HIRE: US$19950 PDPR

DELIVERY / LAYCAN - 1 SP SINGAPORE / MIDNIGHT TO MIDNIGHT 04 JUNE – 06 JUNE 2014
DELIVERY NOTICES TO CHRTR / ETAS AND EXACT NOTICES AT 7, 5, 4, 3, 2, 1 DAYS PRIOR
VESSEL TO BE PRESENTED WITH COTS CLEAN / DRY / SUITABLE JET

PERIOD: 3 MONTHS +/- 30 DAYS IN CHOPT

REDELIVERY – 1 SP GIBRALTAR TRIESTE RANGE IN CHOPT
REDELIVERY NOTICES TO OWNER / ETAS AND NOTICES AT 45, 30, 15, 5, 3, 1 DAYS PRIOR
WITH 5, 3, 1 TO BE EXACT

TRADE AREA – SINGAPORE TO WAF / MEDI INCLUDING OPL STORAGE AND STS TRANSFERS

CARGOES: CPP AND DPP EXCLUDING ORIMULSION / SLURRY / CARBON BLACK / WAXY RESIDUE
FIRST CARGO INTENTION 1 / 2 GRADES WVNS CPP INCLUDING JET AND DIESEL / GASOIL, QUANTITY MIN 80000MT TO FULL CARGO

BUNKERS – VESSEL TO BE BUNKERED BY CHARTERERS AT SINGAPORE
VOYAGE SPEEDS – WITHIN SPEED RANGES 13-14 KNOTS LADEN TO CHARTERERS DIRECTION / 14-15 KNOTS BALLAST TO CHARTERERS DIRECTION

SPEEDS CONSUMPTIONS
Laden 14 knots at 53tpd hfo + 1tpd mgo / 13 knots at 46tpd hfo + 1tpd mgo UPTO / INCLUDING BEAUFORT 5
Ballast 15 knots at 50tpd hfo + 1tpd mgo / 14 knots at 43tpd hfo + 1tpd mgo UPTO / INCLUDING BEAUFORT 5

ADDITIONAL CONSUMPTIONS GIVEN WOG
IDLE 2.0TPD HFO + 1.0TPD MGO
LOADING 6.0TPD HFO + 1.0 TPD MGO
DISCHARGING 65.5TPD HFO + 2.0TPD MGO
HEATING TO MAINTAIN 15.5TPD HFO (IN ADDITION STEAMING CONSUMPTIONS)
HEATING TO HEAT UP 35TPD HFO (IN ADDITION STEAMING CONSUMPTIONS)
TANK CLEANING 35TPD HFO (IN ADDITION STEAMING CONSUMPTIONS)
INERTING 15.5TPD HFO (IN ADDITION STEAMING CONSUMPTIONS)

APPROVALS:
BP

LAST 3 CARGOES:
Condensate / Condensate / Miri Light Crude

LAW AND LITIGATION:

COMMISSIONS: 1.25% ADDRESS COMMISSION MAY BE WITHHELD BY CHARTERERS. 1.25% BROKERAGE COMMISSION PAYABLE BY OWNERS ON ALL HIRE EARNED AND PAID

SHELLTIME 4
LOGICALLY AMENDED PLUS
LINE 9 ADD: “ALWAYS EXCLUDING WAXY CRUDE OIL, CARBON BLACK, BITUMEN, SLURRY, ORIMULSION”
LINE 21 BETWEEN “APPLICABLE” AND “LAW”: INSERT “INTERNATIONAL”
LINE 78 ADD: “AS SOON AS REASONABLY PRACTICABLE”
LINE 115 AFTER “WORLD” ADD: “ALWAYS TO EXCLUDE GOA TRADING PASSAGE, IRAN, RAQ, ISRAEL, ALBANIA, ANGOLA, HAITI, ALASKA, CUBA, CAMBODIA, SOMALIA, ERITREA, SOMALIA, NORTH KOREA, VESSEL NOT TO TRADE IN ICE OR TO FORCE ICE OR TO FOLLOW ICEBREAKERS. ANY ADDITIONAL INSURANCES AND COSTS INCURRED IN THE EVENT OF BREACHING IWL OR JWC LIMITS TO BE SOLELY FOR CHARTERERS ACCOUNT.
LINES 117 TO 120 DELETE ALL BETWEEN AND INCLUDING “CHARTERERS” AND “ORDER”.
LINE 160 DELETE “(EXCEPT FUEL USED FOR DOMESTIC SERVICES)”
LINE 186 DELETE ANY HIRE PAID WHICH CHARTERERS REASONABLE ESTIMATE TO RELATE TO AND REPLACE WITH “PRO RATA HIRE FOR UNDISPUTED AND EXPERIENCED”
LINE 189 INSERT “UNDISPUTED” BETWEEN “ANY” AND “AMOUNTS” THEN DELETE “OR REASONABLY ESTIMATED TO BECOME DUE TO”
LINE 196 DELETE “SEVEN” AND REPLACE WITH “THREE BANKING”
LINE 200 DELETE “THE DAY AFTER THAT DATE” AND REPLACE WITH “THAT DAY”
LINE 224 DELETE “OWNERS” AND REPLACE WITH “CHARTERERS TIME AND”
LINES 239 TO 276 INCLUSIVE DELETE ALL AND REPLACE WITH “CHARTERERS INSTRUCTION IN CONSIDERATION OF RECEIVING CHARTERS LETTER OF INDEMNITY WITH OWNERS P&I CLUB WORDING DEEMED INCORPORATED WITHIN THIS CHARTER PARTY. THIS INDEMNITY SHALL BE DEEMED TO BE GIVEN BY CHARTERS ON EACH AND EVERY SUCH OCCASION.
LINE 313 DELETE “15 (FIFTEEN)” AND REPLACE WITH “25 (TWENTY FIVE)”
LINE 316 AND 317 DELETE LAST SENTENCE BEGINNING “ADDITIONALLY”
LINE 327 TO 331 INCLUSIVE DELETE ALL
LINE 337 AND 338 DELETE ALL
LINE 339 BETWEEN “IS” AND “LOSS” INSERT “AN UNDISPUTED”
LINE 346 DELETE “THREE” AND REPLACE WITH “SIX”
LINE 347 DELETE “THREE” AND REPLACE WITH “SIX”
LINE 403 ADD “NO PERIODICAL DRY-DOCKING IS SCHEDULED FOR THE CURRENCY OF THIS CHARTER”
LINE 439 DELETE “CHARTERERS” AND REPLACE WITH “CHARTERERS AT THEIR RISK TIME COST AND ACCOUNT”
LINE 441 DELETE “ABSOLUTE DISCRETION”
LINES 448 AND 449 DELETE ALL
LINE 481 BETWEEN “FOR” AND “SAFETY” INSERT “WHALE WATCH AREAS”
LINE 483 DELETE “8” AND REPLACE WITH “5”. DELETE “FOR MORE THAN”
LINE 484 DELETE “12 HOURS”
LINES 504 TO 511 INCLUSIVE DELETE ALL AFTER “SHALL BE MADE” AND REPLACE WITH “WITHIN 45 DAYS OF THE TERMINATION OF THIS CHARTER”
LINE 524 BETWEEN “ANY” AND “BREACH” INSERT “PROVEN”
LINE 560 INSERT “380”
LINE 571 TO 575 INCLUSIVE DELETE ALL
LINE 736 ADD “PROVIDE OWNER CANNOT RECTIFY CONDITION CAUSING UNAPPROVAL WITHIN 30 DAYS OF SUCH. SUBJECT TO THE TRADING PATTERN OF THE VESSEL AND AVAILABILITY OF INSPECTORS”

IN ADDITION SPECIAL PROVISIONS TO ST4 AND LDTP RIDER CLAUSES AND OWNERS ADDITIONAL AS GIVEN HEREIN

SPECIAL PROVISIONS TO ST4 PROFORMA:

NORTH AMERICAN ECA CLAUSE
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IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA, THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDScale CIRCULAR AGAINST MASTERS STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG.

BUNKER EMISSIONS CLAUSE
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(B) OWNERS WARRANT, IN THE EVENT THE VESSEL TRADES IN A SECA, OR INTO A MEMBER STATE OF THE EU FOLLOWING THE ENTRY INTO FORCE OF THE DIRECTIVE, THAT THE VESSEL: (I) COMPLIES WITH REGULATION 14 AND 18 OF MARPOL ANNEX VI AND WITH THE REQUIREMENTS OF THE SECA OR THE DIRECTIVE AS APPLICABLE; (II) IS ABLE TO CONSUME FUELS OF THE REQUIRED SULPHUR CONTENT WHEN ORDERED BY THE CHARTERERS TO TRADE WITHIN THE SECA OR IN A MEMBER STATE OF THE EU IN WHICH THE DIRECTIVE APPLIES; AND (III) WILL PROVIDE SEGREGATED STORAGE FOR THIS FUEL. SUBJECT TO HAVING SUPPLIED THE VESSEL WITH FUELS IN ACCORDANCE WITH THIS CLAUSE, THE CHARTERERS SHALL NOT BE LIABLE FOR ANY LOSS, DELAY, FINES, COSTS OR EXPENSES ARISING OR RESULTING FROM THE VESSEL’S NON-COMPLIANCE WITH REGULATIONS 14 AND 18 OF MARPOL ANNEX VI OR THE DIRECTIVE.
STOPIA/TOPIA CLAUSE
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OWNERS WARRANT THAT WHERE THE VESSEL IS A "RELEVANT SHIP", THEY ARE A
"PARTICIPATING OWNER" AS DEFINED, AS APPLICABLE, IN THE SMALL TANKER OIL
POLLUTION INDEMNIFICATION AGREEMENT ("STOPIA") OR IN THE TANKER OIL
POLLUTION INDEMNIFICATION AGREEMENT ("TOPIA"), AND THAT THE VESSEL
IS ENTERED IN STOPIA OR TOPIA (AS APPLICABLE) AND SHALL SO REMAIN DURING
THE CURRENCY OF THIS CHARTER PROVIDED ALWAYS THAT STOPIA OR TOPIA (AS
APPLICABLE) IS NOT TERMINATED IN ACCORDANCE WITH ITS PROVISIONS.

PIRACY CLAUSE
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SUB-CLAUSE (1). IF THE VESSEL PROCEEDS TO OR THROUGH AN AREA IN WHICH THERE
IS A CURRENT RISK OF PIRACY, VERIFIED BY A COMPETENT INTERNATIONAL
AUTHORITY, OWNERS WILL AT ALL TIMES ADHERE TO THE LATEST VERSION OF BEST
MANAGEMENT PRACTICES (INCLUDING WITH RESPECT TO ROUTING) ("BMP"), AND
OWNERS SHALL BE ENTITLED:
(A) TO TAKE REASONABLE PREVENTATIVE MEASURES TO PROTECT THE
VESSEL, HER CREW AND CARGO BY PROCEEDING IN CONVOY, USING ESCORTS, AVOIDING
DAY OR NIGHT NAVIGATION, ADJUSTING SPEED OR COURSE;
(B) TO FOLLOW ANY ORDERS GIVEN BY THE FLAG STATE, ANY
GOVERNMENTAL OR SUPRA GOVERNMENTAL ORGANIZATION; AND
(C) WHERE THERE IS AN ACTUAL, IMMINENT ACT OF PIRACY, AND
WHEN PRACTICABLE DUE TIME CONSTRAINTS ONLY AFTER GIVING CHARTERERS
REASONABLE ADVANCE NOTICE, TO TAKE A SAFE AND REASONABLE ALTERNATIVE ROUTE
IN PLACE OF THE NORMAL, DIRECT OR INTENDED ROUTE TO THE NEXT PORT OF CALL,
PROVIDED THAT SUCH ALTERNATIVE ROUTE DOES NOT, IN THE CASE OF THE GULF OF
ADEN, PHYSICALLY EXTEND BEYOND THE TRANSIT OF THE GULF OF ADEN IN WHICH
CASE OWNERS SHALL GIVE CHARTERERS REASONABLE ADVANCE NOTICE OF THE
ALTERNATIVE ROUTE, AN ESTIMATE OF TIME AND BUNKER CONSUMPTION AND A REVISED
ESTIMATED TIME OF ARRIVAL.

SUB-CLAUSE (2). SUBJECT TO SUB-CLAUSE (5) BELOW, CHARTERERS SHALL PAY
OWNERS' ACTUAL, DOCUMENTED COSTS AND EXPENSES IN RESPECT OF ANY ADDITIONAL
HULL AND MACHINERY, OR, IF APPLICABLE, WAR RISKS INSURANCE PREMIUMS, AND/OR
ADDITIONAL, REASONABLE AND CONTRACTUAL, CREW COSTS ARISING OUT OF ACTUAL OR
THREATENED ACTS OF PIRACY OR ANY PREVENTIVE OR OTHER MEASURES TAKEN BY
OWNERS PURSUANT TO SUB-CLAUSE 1(A) OF THIS CLAUSE.

SUB-CLAUSE (3). THE VESSEL SHALL REMAIN ON-HIRE FOR ANY TIME LOST TAKING
THE MEASURES REFERRED TO IN SUB-CLAUSE 1 OF THIS CLAUSE.

SUB-CLAUSE (4). WHERE, NOTWITHSTANDING THE TAKING OF ANY OF THE MEASURES
REFERRED TO IN SUB-CLAUSE 1 ABOVE, AND WHERE NOT CAUSED BY A LACK OF DUE
DILIGENCE ON OWNERS' PART, AND WHERE CHARTERERS HAVE NOT EXERCISED THE
OPTION TO REQUIRE OWNERS TO PURCHASE OFF-HIRE INSURANCE PURSUANT TO SUB-
CLAUSE (5) BELOW, THE VESSEL IS CAPTURED BY PIRATES, HIRE SHALL BE PAYABLE
AT 100% OF THE HIRE RATE FOR THE DURATION OF ANY SUCH CAPTURE.

SUB-CLAUSE (5). CHARTERERS SHALL HAVE THE OPTION, WHERE THE VESSEL IS
SCHEDULED TO TRANSIT THE GULF OF ADEN, OR OTHER AREAS OF KNOWN PIRACY RISK,
TO REQUIRE OWNERS TO EITHER:
(A) EXTEND EXISTING WAR RISK INSURANCE; OR
(B) PURCHASE OFF-HIRE INSURANCE,
WHICH IN EITHER CASE WILL COVER LOSS OF HIRE, THE COST OF WHICH SHALL BE
REIMBURSED BY CHARTERERS, PROVIDED ALWAYS THAT:
(I) OWNERS OBTAIN FROM THEIR INSURERS A WAIVER OF ANY SUBROGATED
RIGHTS AGAINST CHARTERERS IN RESPECT OF ANY CLAIMS BY OWNERS UNDER THE
FOREGOING INSURANCES ARISING OUT OF COMPLIANCE WITH CHARTERERS’ ORDERS;
(II) THE TERMS OF COVER AND COST HAVE BEEN DISCLOSED TO, AND AGREED
BY, CHARTERERS PRIOR TO THE PURCHASE OF SUCH INSURANCE; AND
(III) THAT FOLLOWING THE EXERCISE OF SUCH OPTION, THE VESSEL SHALL
GO OFF-HIRE FOR ANY TIME LOST AS A RESULT OF A CAPTURE BY PIRATES.

SUB-CLAUSE (6). THE SAFETY AND PROTECTION OF CREW AND VESSEL IS OWNERS’
OBLIGATION AND IT IS FOR OWNERS TO DETERMINE THE LEVEL OF THREAT AND THE
MEASURES CONSIDERED APPROPRIATE TO DISCHARGE THAT OBLIGATION. IF OWNERS
DEPLOY GOVERNMENT-SUPPLIED MILITARY ARMED GUARDS OR PRIVATE ARMED GUARDS,
THEN IT IS AN EXPRESS CONDITION OF THIS CHARTER THAT OWNERS WILL, ON A
VOYAGE-BY-VOYAGE BASIS:

(A) GIVE CHARTERERS ADVANCE NOTICE OF SUCH INTENDED DEPLOYMENT AS
SOON AS REASONABLY PRACTICABLE BUT NOT LESS THAN FIVE (5) DAYS’ NOTICE
PRIOR TO SUCH DEPLOYMENT AND THROUGHOUT SUCH VOYAGE, OWNERS WILL ADHERE TO
THE RESPONSE SUBMITTED IN THE VESSEL SECURITY QUESTIONNAIRE;

(B) CONFIRM IN ADVANCE OF DEPLOYMENT THAT SUCH DEPLOYMENT HAS BEEN
NOTIFIED TO OWNERS’ P&I AND WAR RISKS UNDERWRITERS WITHOUT OBJECTION (WITH
EVIDENCE, SATISFACTORY TO CHARTERERS, OF OWNERS’ EXCHANGES WITH
UNDERWRITERS);

(C) ENSURE IN ADVANCE OF, AND THROUGHOUT, ANY DEPLOYMENT THAT SUCH
DEPLOYMENT COMPLIES WITH ALL FLAG STATE REQUIREMENTS, LAWS OF THE FLAG
STATE, AND ANY OTHER APPLICABLE LAWS; AND

(D) CONTINUE TO ADHERE TO THE LATEST BMP.

SUB-CLAUSE (7). ALL ACTUAL AND PROVEN COSTS AND EXPENSES DIRECTLY
ASSOCIATED WITH THE DEPLOYMENT OF GOVERNMENT-SUPPLIED MILITARY ARMED GUARDS
AND/OR PRIVATE ARMED GUARDS AND/OR UNARMED GUARDS SHALL BE SPLIT 50:50
BETWEEN OWNERS AND CHARTERERS, AND SUBJECT ALWAYS TO OWNERS SUPPLYING
DOCUMENTARY EVIDENCE OF SUCH TOTAL COSTS. SAVE AS AFORESAID, OWNERS WILL
INDEMNIFY AND HOLD CHARTERERS HARMLESS AGAINST ALL CLAIMS, LIABILITIES,
COSTS AND EXPENSES OF WHATSOEVER NATURE WHICH ARISE DIRECTLY IN CONNECTION
WITH THE DEPLOYMENT OF GOVERNMENT-SUPPLIED MILITARY ARMED GUARDS AND/OR
PRIVATE ARMED GUARDS AND/OR UNARMED GUARDS.

ANTI BRIBERY & CORRUPTION CLAUSE
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OWNERS AND CHARTERERS (EITHER DIRECTLY OR THROUGH ANY OF THEIR AFFILIATES’,
DIRECTORS, OFFICERS, EMPLOYEES, MASTERS, CREW MEMBERS, AGENTS,
MANAGERS, REPRESENTATIVES OR PARTIES ACTING FOR OR ON BEHALF OF THEM OR
THEIR AFFILIATES) SHALL:

A) COMPLY WITH THE APPLICABLE LAWS, RULES, REGULATIONS, DECREES AND/OR
OFFICIAL GOVERNMENT ORDERS, INCLUDING BUT NOT LIMITED TO THE UNITED KINGDOM
BRIbery ACT OF 2010 AS AMENDED AND THE UNITED STATES OF AMERICA FOREIGN
CORRUPT PRACTICES ACT OF 1977 AS AMENDED, OR ANY OTHER APPLICABLE
JURISDICTION, RELATING TO ANTI-BRIbery AND ANTI-MONEY LAUNDERING AND
THAT THEY SHALL EACH RESPECTIVELY TAKE NO ACTION WHICH WOULD SUBJECT
THEMSELVES OR THE OTHER TO FINES OR PENALTIES UNDER SUCH LAWS, REGULATIONS,
RULES, DECREES OR ORDERS (“RELEVANT REQUIREMENTS”);
B) NOT MAKE, OFFER OR AUTHORISE, ANY PAYMENT, GIFT, PROMISE, OTHER ADVANTAGE OR ANYTHING OF VALUE WHETHER DIRECTLY OR THROUGH ANY OTHER PERSON OR ENTITY, TO OR FOR THE USE AND BENEFIT OF ANY GOVERNMENT OFFICIAL OR ANY PERSON WHERE SUCH PAYMENT, GIFT, PROMISE OR OTHER ADVANTAGE WOULD COMPRISE OR AMOUNT TO A FACILITATION PAYMENT AND/OR VIOLATE THE RELEVANT REQUIREMENTS;

C) HAVE AND SHALL MAINTAIN IN PLACE THROUGHOUT THE TERM OF THIS CHARTER ITS OWN POLICIES AND PROCEDURES TO ENSURE COMPLIANCE WITH THIS CLAUSE, AND WILL ENFORCE THEM WHERE APPROPRIATE;

D) PROMPTLY REPORT TO THE OTHER PARTY ANY REQUEST OR DEMAND FOR ANY PAYMENT, GIFT, PROMISE, OTHER ADVANTAGE OR ANYTHING OF VALUE RECEIVED BY THE FIRST PARTY IN CONNECTION WITH THE PERFORMANCE OF THE CHARTER; AND

E) HAVE THE RIGHT TO AUDIT THE OTHER PARTY’S RECORDS AND REPORTS IN RELATION TO THIS CHARTER AT ANY TIME DURING AND WITHIN SEVEN (7) YEARS AFTER TERMINATION OF THE CHARTER. SUCH RECORDS AND INFORMATION SHALL INCLUDE AT A MINIMUM ALL INVOICES FOR PAYMENT SUBMITTED BY THE OTHER PARTY ALONG WITH COMPLETE SUPPORTING DOCUMENTATION. THE AUDITING PARTY SHALL HAVE THE RIGHT TO REPRODUCE AND RETAIN COPIES OF ANY OF THE AFORESAID RECORDS OR INFORMATION. IF THERE ARE ANTI-TRUST ISSUES WITH OR A PARTY OBJECTS TO A DIRECT AUDIT, THE AUDITING PARTY MAY APPOINT AN INDEPENDENT COMPANY WHO IS APPROVED BY THE AUDITED PARTY (SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD AND TO BE GIVEN WITHIN 7 DAYS OF THE REQUEST) TO CONDUCT THE AUDIT AND PROVIDE THE AUDITING PARTY WITH ITS FINDINGS ON THE AUDITED PARTY’S COMPLIANCE WITH THE RELEVANT REQUIREMENTS WITHOUT DISCLOSING THE RECORDS OR INFORMATION TO THE AUDITING PARTY.

EITHER OWNER OR CHARTERER MAY TERMINATE THE CHARTER AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER, IF IN THEIR REASONABLE JUDGMENT SUPPORTED BY CREDIBLE EVIDENCE THE OTHER IS IN BREACH OF THIS CLAUSE OR SUCH A BREACH IS IMMINENT. THE TIMING OF THIS ENTITLEMENT (WHICH SHALL BE AT THE NON-BREACHING PARTY’S DISCRETION) IS EITHER:

(I) WITH IMMEDIATE EFFECT AT ANY TIME PRIOR TO COMMENCEMENT OF LOADING; OR

(II) IF THE LADEN VOYAGE HAS NOT BEEN COMPLETED AND THE CARGO DISCHARGED, ONCE THE LADEN VOYAGE HAS BEEN COMPLETED AND THE CARGO DISCHARGED.

THIS RIGHT SHALL BE WITHOUT PREJUDICE TO ANY OTHER RIGHTS THE NON-BREACHING PARTY MAY HAVE IN RESPECT OF SUCH BREACH.

LDTP RIDER CLAUSES

BIMCO STS Clause

BIMCO Ship to Ship Transfer Clause for Time Charter Parties

(a) The Charterers shall have the right to order the Vessel to conduct ship to ship cargo operations, including the use of floating cranes and barges. All such ship to ship transfers shall be at the Charterers’ risk, cost, expense and time.

(b) The Charterers shall direct the Vessel to a safe area for the conduct of such ship to ship operations where the Vessel can safely proceed to, lie and depart from, always afloat, but always subject to the Master’s approval. The Charterers shall provide adequate fendering, securing and mooring equipment, and hoses and/or other equipment, as necessary for these operations, to the satisfaction of the Master.

(c) The Charterers shall obtain any and all relevant permissions from proper authorities to perform ship to ship
operations and such operations shall be carried out in conformity with best industry practice.

(d) If, at any time, the Master considers that the operations are, or may become, unsafe, he may order them to be suspended or discontinued. In either event the Master shall have the right to order the other vessel away from the Vessel or to remove the Vessel.

(e) If the Owners are required to extend their existing insurance policies to cover ship to ship operations or incur any other additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense incurred.

(f) The Charterers shall indemnify the Owners against any and all consequences arising out of the ship to ship operations including but not limited to damage to the Vessel and other costs and expenses incurred as a result of such damage, including any loss of hire; damage to or claims arising from other alongside vessels, equipment, floating cranes or barges; loss of or damage to cargo; and pollution.

BIMCO Piracy Clause for Time Charter Parties 2013

(a) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter “Area”) which, in the reasonable judgement of the Master and/or the Owners, is dangerous to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter “Piracy”), whether such risk existed at the time of entering into this Charter Party or occurred thereafter. Should the Vessel be within any such place as aforesaid which only becomes dangerous, or may become dangerous, after entry into it, the Vessel shall be at liberty to leave it.

(b) If in accordance with sub-clause (a) the Owners decide that the Vessel shall not proceed or continue to or through the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading or third parties caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of complying with such orders shall not be considered off-hire.

(c) If the Owners consent or if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

(i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation).

(ii) to comply with the requirements of the Owners’ insurers under the terms of the Vessel’s insurance(s);

(iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

and the Charterers shall indemnify the Owners for any claims from holders of Bills of Lading or third parties caused by the Vessel proceeding as aforesaid, save to the extent that such claims are covered by additional insurance as provided in sub-clause (d)(iii).

(d) Costs

(i) If the Vessel proceeds to or through an Area where due to risk of Piracy additional costs will be incurred
including but not limited to additional personnel and preventative measures to avoid Piracy, such ACTUAL PROVEN costs shall be for the Charterers’ account. Any time lost waiting for convoys, following recommended routeing, timing, or reducing speed or taking measures to minimise risk, shall be for the Charterers’ account and the Vessel shall remain on hire;

(ii) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers;

(iii) If the Vessel proceeds to or through an Area exposed to the risk of Piracy, the Charterers shall reimburse to the Owners any additional premiums required by the Owners’ insurers and the costs of any additional insurances that the Owners reasonably require in connection with Piracy risks which may include but not be limited to War Loss of Hire and/or maritime K&R.

(iv) All payments arising under Sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners’ supported invoices or on redelivery, whichever occurs first.

(e) If the Vessel is attacked by pirates any time lost shall be for the account of the Charterers and the Vessel shall remain on hire.

(f) If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released. The Vessel shall remain on hire throughout the seizure and the Charterers’ obligations shall remain unaffected, except that hire payments shall cease as of the ninety-first (91st) day after the seizure until release. The Charterers shall pay hire, or if the Vessel has been redelivered, the equivalent of Charter Party hire, for any time lost in making good any damage and deterioration resulting from the seizure. The Charterers shall not be liable for late redelivery under this Charter Party resulting from the seizure of the Vessel.

(g) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

OWNERS ADDITIONAL CLAUSE

ADD – OWNERS P&I CLUB WORDING FOR DISCHARGE OF CARGO WITHOUT PRESENTATION OF B/L; FOR CHANGE OF DESTINATION; FOR DISCHARGE OF LESSER QUANTITY THAN B/L; OR ANY COMBINATION OF THE ABOVE, DEEMED INCLUDED.

END

+++++++
VOYAGE ORDER NUMBER LTDP.WD01 / WESTERN DAWN / 27 MAY 2014

Captain,

Reference Time Charter: WESTERN DAWN / LDTP 26 May 2014 CP
Please note below voyage orders for Next Employment. Now fully fixed.

Best regards

CHRIS
COMMERCIAL OPS
LDTP
99099 STRAIT ROAD
SINGAPORE

VOYAGE ORDERS FOR M/T WESTERN DAWN

VOYAGE NUMBER LDTP/WD01

NOTES:

Please confirm receipt.

Master shall disregard any voyage-related instructions received from third parties and immediately refer such instructions to Charterer for handling.

Please note there are two parts to these voyage orders. Part A relates to the voyage and Part B relates to the cargo.

PART A – VOYAGE INSTRUCTIONS

1.1 LOADING
Load Port: SINGAPORE PB TERMINAL
Lay Days: 04 TO 05 JUNE 2014 (Midnight-Midnight)
NOR: To Tender Notice of Readiness on arrival at the customary waiting area, but not before start of laydays.

CARGO Quantity / Product: 30,000mt MIN/MAX JET A1 PLUS 70,000mt +/-10% MOLOO GASOIL
MASTER TO LOAD JET A1 DRADE TO EXACT QUANTITY (MIN/MAX) OF 30,000MT
MASTER TO LOAD GASOIL GRADE TO BALANCE VESSELS CAPACITY – ANTICIPATE 72,190MT
GRADES TO BE SEGREGATED WVNS / LINE CONTAMINATION NOT ACCEPTED

Inspector Load Port: INSPECTIONS PLUS

PLEASE ENSURE THAT VESSEL NAME IS INCLUDED IN THE SUBJECT LINE ON ALL EMAILS.
PLEASE ALSO COPY THE FOLLOWING ON ALL ETA LOADPORT MESSAGES, GIVING NOTICE 72/48/36/24/12 HOURS BEFORE ETA AT LOADPORT:
- vessel agents at loadport for onward transmission to loading terminal

JR BARR AGENCY PTE – PIC RICKY – ricky@barrage.com.sg
PB TERMINAL – MARINE OPERATIONS ROOM – ops@pbt.com.sg
LDTP PTE – CHRIS – chris@ldtp-sing.com.sg

1.2 DISCHARGING
Discharge port: 2/3 STS OPL LUANDA
Receiver: TO ORDER
Inspector Discharge Port: AXIOMATIC INC
PLEASE COPY THE FOLLOWING ON ALL ETA DISCHARGE PORT MESSAGES, GIVING NOTICE 36/24/12 HOURS (OR IMMEDIATELY UPON SAILING FROM LOADPORT) AT DISPORT:
- vessel agents at Disport for onward transmission to RECEIVING terminal

CHARTERERS - LESS DEPENDABLE TRADERS PTE – CHRIS – chris@ldtp-sing.com.sg
DISPORT AGENTS – ATLANTIC SERVICES AGENCY – PIC WILLIAM – William@asa.com.au

Vessel to load and discharge cargo always consistent with safe arrival/departure drafts at all ports. Port restrictions for all ports to be confirmed with local agents prior loading. Vessel to arrive at loadport fully bunkered to perform voyage and with clean ballast.

2.0 INCIDENT REPORTING
Master / Owner is required to contact Charterer if the vessel is involved in any accident, casualty, collision, grounding, pollution, oil spill on deck, fire, explosion, structural failure or any incident involving cargo loss or affecting performance of the vessel/voyage, this includes alleged pollutions, touching bottom, hard contact with terminals, jetties, piers, SPM’s, failure or breakdown of vessel’s equipment including main, auxiliary or cargo handling machinery, smoking or drug and alcohol violation, unscheduled movements and any delays due to deviation.

MASTER/OWNER TO ADVISE CHARTERER ON A TOP URGENT BASIS BY TELEPHONE:
* MTO duty phone nr +650 099 876 54321 (not for Lubes/Bitumen)
* In case the above number cannot be reached: During office hours: Charterer as per clause 3.0
* After office hours or if above contact cannot be reached: (CHRIS COOK +650 100 876 543 020), providing a call back number

IMMEDIATE REPORT OF THE INCIDENT TO BE SENT TO ALL ADDRESSES BELOW:
*as per Clause 3.0
[insert email addresses and contact numbers]

INITIAL NOTIFICATION TO INCLUDE:
AA Name of the Vessel
BB Date and local time of incident
CC Location (coordinates / port or terminal / distance to nearest grounding line)
DD Type of incident (collision, oil spill etc.)
EE Cargo type/volume
FF Voyage load port/discharge port/dispatcher (as specified in voyage orders)
GG Estimate of damage, extent of cargo loss and extent of any pollution
HH Any personal injuries
JJ Effect on operations, delays to the Vessel
KK Authorities notified
LL Degree of publicity if any
MM Name of person reporting incident and work/home contact numbers

FOLLOW-UP REPORT:
As soon as it is practical, owner / operators are requested to forward a follow-up report by e-mail or fax, detailing the incident, including root causes and actions taken. This report should be addressed to:

[insert]
Attn: Co-ordinator
E-mail: [insert]
Fax: [insert]

Note:
* These notifications must be made directly and not via agent or any other Charterer’s representative unless the Vessel’s communication equipment is inoperative.
* This written notification should be done immediately after the incident with periodic follow-up reports as information develops.
* These reporting requirements do not relieve the Vessel’s Master/Owner from responsibilities to provide appropriate responses to any incident specified in the foregoing and do not imply any Charterer’s obligation either to take, or not to take, any action subsequent to the receipt of such report(s) other than those expressly covered under the terms of the C/P.

3.0 COMMUNICATIONS GENERAL
All routine operations communications to include name of Vessel, C/P date and voyage reference number and sent to Charterer as described below:

E-mail: [insert]
Contact: [insert]
Phone: [insert]
Mobile: [insert]

3.1 INITIAL INFORMATION
Upon receipt of these voyage orders, Master to advise Charterer the following by e-mail
AA ETA loadport and loadport name
BB Cargo quantity as per voyage orders in metric tons/bbls
CC Quantity residual cargo ROB in metric tons/bbls
DD Location of slops on board
EE Type of slops
FF Quantity slops oil/water in metric tons/bbls
GG Max quantity loadable with no restrictions in metric tons/bbls
HH Max quantity loadable with current voyage restrictions in metric tons/bbls
II Stowage plan by tank including grade / quantity in metric tons/bbls / percentage filled
JJ US discharge only – Vessel to advise SCAC codes that will be used in B/L

3.2 DAILY ETA UPDATES – NOON REPORT
Master to update Charterer and Agents at the next port on a daily basis, at noon, in following format:

E-mail Subject: NOON Report – [Vessel Name]
AA Name of next port
BB ETA at current speed (hhhh / dd/mm/yyyy)
CC ETA at Normal Operating Power (NOP)
DD ETA at Most Economic Power (MEP)
EE Distance to go (nautical miles)
FF Noon position (lat and long)
GG Avg speed last 24 hrs (knots)
HH Weather last 24 hrs (wind direction/force, sea conditions)
II Speed used to calculate ETA (knots)

All times to be in GMT and local time.
Master to send ETA notice every 24 hr, additionally if ETA to next port changes with more than 12 h from last reported ETA.

4.0 AGENCY REQUIREMENTS
As per C/P terms Owner to appoint agents nominated by Charterer at the following ports:

Load Port: JR BARR AGENCY PTE – PIC RICKY – ricky@barrage.com.sg
Discharge Port: ATLANTIC SERVICES AGENCY – PIC WILLIAM – William@asa.com.an
Charterers’ agents full style as follows:
[insert]
Tel: [insert]
Fax: [insert]
E-mail: [insert]
After hours duty mobile: [insert]
Additional contacts:
[Insert names and telephone numbers]

5.0 ANTI BOYCOTT DOCUMENTATION
United States laws impose sanctions for participation in or cooperation with international boycotts. To avoid these sanctions vessels chartered to carry Charterer’s cargo must strictly comply with USA laws regarding boycott participation. To ensure that the Charterer is in compliance with USA Anti Boycott laws, Masters are required to electronically forward (e-mail) a copy of any / each Anti Boycott letter to the Charterer’s contact indicated in
section 3.0 upon sailing from the load port. Masters may sign certain letters / certificates and must communicate with Charterer if any other requests to participate in Anti boycott matters are received. If at any time there is doubt regarding a request to sign Anti Boycott documents, the Master should contact Charterer for assistance.

6.5. Navigation – East Africa
(Gulf of Aden, Gulf of Oman, Arabian Sea and North-West Indian Ocean)
1. Vessel shall carry latest edition of BA chart Q6099 "Anti-Piracy Planning Chart, Red Sea Gulf of Aden and Arabian Sea" and latest edition of "Best Management Practices for Protection against Somalia Based Piracy" and implement appropriate anti-piracy measures which are discussed within these publications.
2. Vessel must participate in recognised voluntary reporting programs administered by UKMTO & MSCHOA. 3. Vessel shall proceed at Normal Operating Power (NOP) and under no circumstances Most Economic Power (MEP) to conserve fuel whilst navigating on passage in area bound by 23°N, 068°E, 10°S and 16°N within the Red Sea.
4. Whilst maintaining the most direct route, subject to safe navigation, vessel shall not pass closer than 50 nautical miles from Oman coast South of Muscat, except during scheduled port calls.
5. Vessel shall not transit through the Mozambique Channel.

6. Whilst maintaining the most direct route, subject to safe navigation, for all voyages which include transit of the Gulf of Aden: 
- Vessel shall not enter into area bound by Point B of the IRTC, 15°N 056°E, 15°N 062°E, 12°N 068°E, 02°S 068°E and 25°S 047°E.
- Vessel shall not pass within 90 nautical miles of the island of Socotra.
- Vessel shall transit the Gulf of Aden only within a recognised close naval escort (convoy) or within the appropriate speed group of a Group Transit.
- Vessel shall transit the Gulf of Aden using the appropriate lane of the Internationally Recommended Transit Corridor (IRTC) except when required by any escorting navy vessel to take a different routing.

7. Whilst maintaining the most direct route, subject to safe navigation, for all voyages which do not include Gulf of Aden transit but includes transit of the Gulf of Oman, Arabian Sea and/or the North-West Indian Ocean:
Vessel shall not enter into area bound by a position 50 nautical miles east of Ra’s al Hadd (Oman), 21°N 066°E, 12°N 068°E, 02°S 068°E and 25°S 047°E.

For further security information, vessel or company shall contact MSCHOA or UKMTO – Contact details are contained within “Best Management Practices for Protection against Somalia Based Piracy” and on B A Chart Q6099.

PART B – CARGO INSTRUCTIONS

1.0 CARGO REQUIREMENTS – HEATING INSTRUCTIONS
No heating required.

2.1 TANK SUITABILITY
Vessels tanks, lines and pumps are to be thoroughly cleaned, drained and dry. Cargo tanks are to be ready in all respects suitable to load the intended cargo as per C/P.
If Vessel is equipped with IGS, all tanks to be fully inerted on arrival at loadport.

2.2 TANK SEGREGATIONS
Dissimilar grades of cargo are to be kept completely segregated Within the Vessels Natural Segregation (WVNS). At a minimum there is to be two valves or a blank (spectacle blind flange) between grades.

3.3 CLEANING REQUIREMENTS – FOR VESSELS LOADING AVIATION FUEL AND ULTRA LOW SULFUR DIESEL (ULSD)
Vessel is to be in all respects suitable for the carriage of avgas, jet fuel and ULSD. The following requirements must be met:
* During the voyage to the load port, all cargo tanks, pumps and lines must be fresh water rinsed for tanks that have been sea water washed, then made gas free and mopped dry as part of normal tank cleaning preparation (except if the previous cargo is exactly the same as the product to be loaded). Detergents are not to be used in the cleaning and all tanks are to have been reinserted prior to arrival at loadport. In addition, tanks, lines and pumps designated for jet are to be free from zinc, copper, cadmium and / or their alloys.
* All sea sutions and other outboard valves connected to the cargo system must be sealed before and during loading. *Any delays as a result of Vessel not meeting these aviation fuel cleaning requirements to Charterer’s
satisfaction shall be for Owner’s account and time not to count as laytime, or if Vessel is on demurrage, as time on demurrage.

4.1 POTENTIAL HIGH LEVELS OF HYDROGEN SULPHIDE
The presence of Hydrogen Sulphide (H2S) in the cargo should be assumed. Special precautions should be taken for handling such cargoes. See guidelines in ISGOTT (International Safety Guide for Oil Tankers and Terminals).

4.2 VESSELS CARRYING HIGH AND LOW FLASH PRODUCTS
When carrying high or low flash products, the Vessel’s inert gas main must be isolated during loading and loaded passage preventing ingress/egress of vapors between high and low flashpoint cargoes. It is necessary to keep individual tanks positively isolated from the inert gas main and each cargo tank must be fitted with pressure sensors so that pressure in each tank can be monitored. When necessary to top up or discharge the relevant tanks, inert gas main should be first purged of cargo vapors. This isolation is required to protect the flash integrity of the cargo from vapor carry-over via inert gas main.

5.0 NOTE OF PROTEST
The Master is required to file a note of protest to the cargo supplier on Charterer’s behalf:
1. whenever unresolved differences between ship and shore quantities at the loadport exceed 0.3 percent
2. whenever measurable quantities of free water have been received
3. when ship’s loading figures are used for B/L quantities
4. whenever cargo loading figures are based on ullages taken while Vessel was moving

The following information is to be forwarded to Charterer when note of protest is issued:
AA Protest grade cargo
BB Gross B/L quantity of protested grade including quantity loaded on top
CC Measured quantity protested grade including quantity loaded on top
DD Slop/water found in same tanks prior to loading on top
EE Vessel quantity loaded (CC minus DD)
FF Vessel quantity loaded adjusted by VEF (EE multiplied by VEF)
GG Ship/shore percentage (FF divided by BB)
HH How protest was delivered to terminal
JJ Terminal response

6.0 B/L – LETTER OF INDEMNITY REQUIREMENTS
Original Bills of Lading are not to be carried onboard. Charterers will invoke Letter of Indemnity as per Charter part terms if Bill of Lading are not available at the discharge port.
Upon receipt of the signed / completed Letter of Indemnity from the charterer, Owners are to confirm receipt and advise the vessel Master is instructed to discharge accordingly.

7.1 LOADPORT SAILING REPORT
Upon sailing from loadport, Master to advise Charterer the following by e-mail:
AA Date/time end of sea passage
BB Date/time NOR tendered
CC Date/time berthed/all fast
DD Date/time cargo hoses/arm disconnected
EE Date/time cargo papers on board
FF Date/time clear of berth
GG Date/time full away on passage
HH B/L gross metric tons/bbls at 15 deg C (incl. BS&W) and stowage for each grade loaded
II B/L net metric tons/bbls at 15 deg C (excl. BS&W) and stowage for each grade loaded
JJ Percent BS&W for each grade
KK Ship figures net metric tons/bbls at 15 deg C for each grade loaded
LL Vessel Experience Factor (VEF)
MM Ship net metric tons/bbls adjusted by VEF for each grade loaded
NN Free water measured for each grade loaded
OO OBQ prior loading
PP Slop quantity prior loading oil/water and grade loaded on top
QQ Deadfreight, if any, in metric tons and reason incurred
RR Departure draft fwd/aft/midships
SS Arrival draft next port fwd/aft/midships
TT Port name and ETA next port; date/time local and GMT
UU Number of original negotiable B/L’s on board
VV Note(s) of Protest issued / received
WW Consignee (Name, address and telephone number), B/L date, B/L id no.
XX Consignor (Name, address and telephone number), as per B/L

All times to be in GMT and local time.
Please copy agents at receiving port on messages concerning loadport information, i.e. berthing prospects, expected delays at load ports, cargo loadable quantities, final loaded figures, etc. Agents at receiving port will forward information directly to the receiver/terminal.

7.2 DEADFREIGHT INFORMATION
Upon sailing from the final loadport, Master to send Charterer the following by e-mail:
AA Controlling loadline zone
BB Permissible deadweight (governing DWT plus steaming)
CC Deductions (bunkers, water, stores)
DD Deadweight available for cargo
EE Cargo loaded as per B/L
FF Actual deadweight (EE plus CC)
GG Resulting deadfreight (BB minus FF)
HH Reason for deadfreight
II Is Vessel cubically full (yes/no)

This information is required even if Vessel is loaded to marks or cubically full.

7.3 DISCHARGE PORT SAILING REPORT
Upon sailing the discharge port, the Master is to advise the Charterer contact the following by e-mail:
AA Date/time end of sea passage
BB Date/time NOR tendered
CC Date/time berthed/all fast
DD Date/time cargo hoses/arm disconnected
EE Date/time cargo papers on board
FF Date/time clear of berth
GG Date/time full away on sea passage
HH B/L gross metric tons/bbls at 15 deg C (incl BS&W) for each grade discharged
II B/L net metric tons/bbls at 15 deg C (excl BS&W) for each grade discharged
JJ Percent BS&W for each grade
KK Ship figures net metric tons/bbls at 15 deg C for each grade discharged
LL Vessel experience factor (VEF)
MM Ship net metric tons/bbls adjusted by VEF for each grade discharged
NN Free water measured for each grade discharged
OO Quantity ships figures each grade remaining on board in metric tons/bbls at 15 deg C
PP Inspector measured ROB quantity if last discharge port in metric tons/bbls at 15 deg C
QQ Liquid and pumpable ROB (yes/no)
RR Departure draft fwd/af/t/midships
SS Arrival draft next port fwd/af/t/midships
TT Port name and ETA next port
All times to be in GMT and local time.

7.4 SLOP CERTIFICATE
Charterer requires a slop certificate signed by Master and independent surveyor or terminal official indicating slop quantity in metric tons commingled with incoming cargo in order to support invoice for freight on recovered oil. In the event independent surveyor or terminal official not available on arrival,

Master is requested to gauge recovered oil prior to load on top and prepare slop certificate accordingly.

Master is to strictly comply with these Voyage Orders and should contact Charterer if unable to comply with any of the above terms.

Notwithstanding all the foregoing, and as per the C/P, the Master and Owner shall continue to be fully and solely responsible for the operation, management and navigation of the vessel throughout the vessel’s service under this Charter. Further, nothing contained in these instructions, or elsewhere in the Charter shall be construed as
creating a demise of the vessel to Charterer, nor as vesting Charterer with any control over, or responsibility for, the management, operation, and/or navigation of the vessel.
Dear Captain

Welcome to LDTP
Please find attached your voyage orders for your first voyage number LDTP/WD01
Please advise ETA PBT Singapore
Please acknowledge receipt and understanding
Please advise bunkers required for voyage Singapore to OPL Luanda (via COGH) for 2 STS at laden speed 13 knots / to Gibraltar at ballast speed 14 knots

Kind regards
Chris at LDTP

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From: Chris at LDTP
Sent: 27 May 2014 12:00 (UTC+8)
To: Equator Bunkers Attn. David Ng
Cc:
Subject: Probable Fuel Order
Attachments:

Dear David
Good to talk – this to confirm that LDTP are a significant commodity trader with particular interest in CPP trades in the Atlantic basin. Please see our website www.ldtp.com.ma
We are developing a new trade from the Singapore / Malaysia area to Atlantic area and need to purchase bunkers for vessels trading on our account. This to confirm our requirement for a 30 day credit line to the order of US$750,000 to US$1 million for the purchase of residual fuel oils through yourselves.
Kind regards.
Chris

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From: Master of WESTERN DAWN
Sent: 27 May 2014 12:27 (UTC+8)
To: Chris at LDTP
Cc: JR BARR AGENCY PTE / Attn: Ricky
Cc: Ops Dept – WESTERN TANKERS INC
Subject: WESTERN DAWN Voyage Orders – VO Number LDTP/WD01
Dear Chris at LDTP
Thank you your voyage orders number LDTP/WD01
This to acknowledge receipt and understanding
Vessel now anchored Singapore
Awaiting agents advice re pilot and berthing time
Will tender NOR at start laydays (0001hrs 04 June 2014)
Cargo quantity to load; 30,000MT (Exact) Jet A1 stowed in 2 and 5 P+S CoTs, 72,190MT GasOil (Balance) in 1, 3, 4, 6, Slop P+S CoTs. All cargo tanks volumetrically full, except 5P+S which are to ullage due to stem quantity being exact.
All cargo tanks now empty and dry after Tank Washing and FW Wash.
No Slops
Bunkers ROB 490MT FO + 80MT GO
Bunkers Required basis Singapore / via COGH / OPL Luanda / Ballast to Gibraltar - about 1500 MT
FO - awaiting stem advice

INITIAL INFORMATION
AA - VESSEL IS ARRIVED / NOR TO TENDER 0001HRS 04 JULY 2014
BB/GG/HH - 30000MT JET + 72190MT G/O
CC - NIL
DD/EE/FF - N/A
II - 1W JET FULL 98% / 2W GASOIL FULL 98% / 3W GASOIL FULL 98% / 4W JET TO ULLAGE ABOUT 90% / 5W GASOIL FULL 98% / 6W GASOIL FULL 98% / SLOP TANKS JET FULL 98%

Regards
Captain Stelios Smith
Master M/T WESTERN DAWN

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From: David Ng at Equator Bunkers
Sent: 27 May 2014 14:10 (UTC+8)
To: Chris at LDTP
Cc: Credit Control at Equator Bunkers
Subject: RE: Probable Fuel Order
Attachments:

Dear Chris
We’ve been working with our Risk Control Department and are happy to advise we have put in place a provisional credit line for you at the value of US$650,000
Once we’ve got the first trades out of the way we will be happy to extend that line towards the million.
Looking forward to doing business with you
regards
David

++++++++++

From: Oliver at WTI
Sent: 27 May 2014: 1659 (UTC+1)
To: Master of WESTERN DAWN
Cc: Safety and Security Dept
Dear Captain Stelios
We recognize this next fixture for our good vessel will include WAF area. As this is a known security / piracy threat area we are arranging for our Ops and Safety Department to attend your vessel at Singapore to assist in the plan and upgrade of systems and equipment. Captain Rich Evasion will attend. Please ensure full cooperation.

Kind regards
Oliver at WTI

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From: Rich Evasion CSO at WTI Safety and Security
Sent: 27 May 2014: 1659 (UTC+1)
To: Master of WESTERN DAWN
Cc: Operations and Safety Dept
Cc: Oliver at WTI Commercial

Dear Captain Stelios
I will arrive Singapore Tuesday June 03 at 1105 on SIA007. AGW. And as I understand you will be already cleared-in at the anchorage I will take launch to you at anchorage. We can review requirements together. Looking forward to see you again. Please let agents know.

Rich
Captain Rich Evasion
CSO
Safety and Security Dept
WTI

+++++++++++

From: Chris at LDTP
Sent: 28 May 2014 09:17 (UTC+8)
To: Equator Bunkers Attn. David Ng
Cc:
Subject: Fuel Order WESTERN DAWN 04-06 June 2014 Singapore
Attachments:

Dear David
Thanks for the credit line, we can work with that. Please advise price / availability for 990mt IFO380 on / about 4 June / Singapore (PB Terminal)

Kind regards
Chris

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From: David Ng at Equator Bunkers
Sent: 28 May 2014 10:10 (UTC+8)
To: Chris at LDTP
Cc: Credit Control at Equator Bunkers
Subject: Quotations / WESTERN DAWN 04-06 June 2014 Singapore
Attachments:

Dear Chris,
Thanks for your enquiry.
We can quote:
Reliable Fuels 990mt IFO380 at US$629.50pmtd ex barge, barge costs US$550, agency fee US$250 available 05 June subject barge availability.
PB Terminal Fuels 990mt IFO380 at US$630.25pmtd ex pipe, provided vessel working cargo at PBT available your dates 04-06 June.
Super Fuels 990mt IFO380 at US$627.50pmtd ex barge, barge costs US$1,000, agency fee US$300 available not before 07 June due barge repairs.

regards
David

+++++++++++++++++++

From: Chris at LDTP
Sent: 28 May 2014 15:17 (UTC+8)
To: Equator Bunkers Attn. David Ng
Cc:
Subject: Fuel Order WESTERN DAWN 04-06 June 2014 Singapore
Attachments:

Dear David,
Thanks your last – as discussed on phone. We'll do the PBT supply ex pipe please. But dates and quantity to be confirmed within 48hours this message.

Kind regards
Chris

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From: David Ng at Equator Bunkers
Sent: 28 May 2014 15:42 (UTC+8)
To: Chris at LDTP
Cc: Credit Control at Equator Bunkers
Subject: FW: Quotations / WESTERN DAWN 04-06 June 2014 Singapore
Attachments:

Dear Chris,
Thanks for your provisional stem.
Suppliers have confirmed happy to work basis confirmation with 48hours (by 15:30 / 30 May).
PB Terminal Fuels 990mt IFO380 at US$630.25pmtd ex pipe, provided vessel working cargo at PBT available your dates 04-06 June.

regards
David
From: Chris at LDTP
Sent: 28 May 2014 16:29 (UTC+8)
To: Master of WESTERN DAWN
Cc: JR BARR AGENCY PTE / Attn: Ricky
Subject: WESTERN DAWN at PB Terminal
Attachments:

Dear Captain,

As you know your good vessel WESTERN DAWN is due to load for us at PBT
Thank you for your acknowledgement of Voyage Orders (Order Number LDTP / WD01)
Anticipate Vessel will also to bunker at PBT ex pipe
PB Terminals supply / ex pipe / QUANTITY TBN  IFO380
Please ensure all goes smoothly

Regards
Chris at LDTP (Time Charterers)

From: Chris at LDTP
Sent: 30 May 2014 15:27 (UTC+8)
To: Equator Bunkers Attn. David Ng
Cc:
Subject: RE: Fuel Order WESTERN DAWN 04-06 June 2014 Singapore
Attachments:

Dear David

As discussed – We now confirm the PBT supply ex pipe please. For dates 05 June 2014 – subject
Terminal / berth availability WESTERN DAWN loading at PBT. Quantity to be 950mt IFO 380cst.
Kind regards
Chris

From: Master of WESTERN DAWN
Sent: 02 June 2014 12:29 (UTC+8)
To: Chris at LDTP
Cc: JR BARR AGENCY PTE / Attn: Ricky
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – SINGAPORE
BB / CC / DD / EE – ARRIVED
FF – SINGAPORE ANCHORAGE
GG – N/A
From: Chris at LTDP  
Sent: 03 June 2014 09:27 (UTC+8)  
To: Master of WESTERN DAWN  
Cc: JR BARR AGENCY PTE / Attn: Ricky  
Subject: WESTERN DAWN at PB Terminal  
Attachments:  

Dear Captain  

Bunker supply is now confirmed as 950mt IFO 380cst. Ex pipe at load berth PB Terminals / supplier PB Terminals  
Please ensure all goes smoothly  
Please note protest for any short supply  
Please ensure samples taken at start of bunker supply  

Regards  
Chris at LDTP  

From: Master of WESTERN DAWN  
Sent: 03 June 2014 12:17 (UTC+8)  
To: Chris at LDTP  
Cc: JR BARR AGENCY PTE / Attn: Ricky  
Subject: WESTERN DAWN bunkering at PBT  

Dear Chris  

Thank you your last. But I am disappointed to see the stem is not for the full quantity we requested. Please advise your intentions for supplying us with proper bunker stem / supply to meet the required itinerary  
The supply described at 950mt ex PBT is only enough to get us to discharge area plus the bad weather reserve  

Captain Stelios Smith  
Master - M/T WESTERN DAWN  

From: Master of WESTERN DAWN  
Sent: 03 June 2014 12:17 (UTC+8)  
To: Chris at LDTP  
To:: JR BARR AGENCY PTE / Attn: Ricky
From: Rich Evasion CSO at WTI Safety and Security  
Sent: 03 June 2014: 1659 (UTC+8)  
To: Lucius at Purchasing WTI  
cc: Master of WESTERN DAWN  
Cc: Operations and Safety Dept  
Cc: Oliver at WTI Commercial  

To WTI Purchasing / Fm Rich Evasion onboard M/T WESTERN DAWN

Hi Lucius  
As you know our good lady is off to WAF soon  
We will need the following items to be supplied locally here in Singapore  
Expect vessel to be at PB Terminal 4-5-6 June  
Agents are JR BARR AGENCY PTE / Attn: Ricky  
Any late delivery might be rescheduled for Durban OPL R/V ETA TBN  
Best regards  
Rich  
Capt Rich Evasion  
CSO WTI  


From: Chris at LDTP  
Sent: 03 June 2014 17:21 (UTC+8)  
To: Master of WESTERN DAWN  
Cc: JR BARR AGENCY PTE / Attn: Ricky  
Subject: RE: WESTERN DAWN bunkering at PBT  
Attachments:  

Dear Captain Stelios  
Appreciate your concern. We have alternative bunker supply available passing Durban or Cape Town reverting  
Regards  
Chris at LDTP  


Hi Lucius
Repeat message this time with listed items:
As you know our good lady is off to WAF soon
We will need the following items to be supplied locally here in Singapore
Expect vessel to be at PB Terminal 4-5-6 June
Agents are JR BARR AGENCY PTE / Attn: Ricky
AAA 500METRES OPENED LENGTH, COILED RAZOR WIRE
BBB FIXING CLIPS FOR 500 METRES PERIMETER LENGTH
CCC 25 X 4 CELL HAND-HELD FLASHLIGHTS (INTRINSICALLY SAFE)
DDD 300 "D" BATTERY CELLS FOR ABOVE
Any late delivery might be rescheduled for Durban OPL R/V ETA TBN
Please acknowledge
Best regards
Rich
Capt Rich Evasion
CSO WTI

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Rich / Capt Stelios

Problems with freighting parts to you in time this call Singapore. Understand v/l making call Durban for charterers fuel supply. Will provide stores this call. Plse advise ETA in due course.

Rgds
Lucius
Purchasing

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From: Master of WESTERN DAWN  
Sent: 03 June 2014 20:02 (UTC+8)  
To: Chris at LDTP  
Cc: JR BARR AGENCY PTE / Attn: Ricky  
Subject: WESTERN DAWN bunkering at PBT  

Dear Chris  
Thank you your last. I repeat the PBT supply 950mt ex PBT is only enough to get us to discharge area plus the bad weather reserve  
I wait your advice re next bunker stem / location  
Please note master and owners will not be responsible for time, deviation, cost, additional fuel needed to bunker on laden passage.  
Please confirm receipt and understanding  
Captain Stelios Smith  
Master - M/T WESTERN DAWN  

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From: Chris at LDTP  
Sent: 03 June 2014 20:15 (UTC+8)  
To: Master of WESTERN DAWN  
Cc: JR BARR AGENCY PTE / Attn: Ricky  
Subject: RE: WESTERN DAWN bunkering at PBT  
Attachments:  

Sent from my SingCell Mobile  

Dear Captain Stelios  
Thank you your message about bunkers  
Everything is under control  
Will revert re next bunker supply  
Regards  
Chris at LDTP  

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From: Master of WESTERN DAWN  
Sent: 04 June 2014 00:01 (UTC+8)  
To: Chris at LDTP  
To:: JR BARR AGENCY PTE / Attn: Ricky  
To: Oliver at WTI  
Subject: WESTERN DAWN NOR SINGAPORE  

To Whom it may concern  

WESTERN DAWN / LDTP CP 26 June 2014  
Voyage Number LDTP/WD01  

Dear Sirs
This to confirm my arrival at Singapore Waiting Area / Western Anchorage at time 0001 hours (local time / UTC+1) 04 June 2014
I confirm vessel arrived ready in all respects for loading of cargo and HEREWITH TENDER NOTICE OF READINESS AS PER VOYAGE ORDERS AND CP

Please acknowledge receipt

Captain Stelios Smith
Master - M/T WESTERN DAWN


From: Master of WESTERN DAWN
Sent: 08 June 2014 11:02 (UTC+8)
To: Chris at LDTP
Cc: JR BARR AGENCY PTE / Attn: Ricky
CC: Atlantic Services Agency
Cc: Traders Inc BVI
Cc: Oliver at WTI
Subject: WESTERN DAWN departure PBT / ETA OPL Luanda

Dear Chris

Pleased to advise WESTERN DAWN left PBT at 0820 today
SOF PBT
04 June 2014
0001 Tendered NOR – vessel in anchorage / waiting area – vessel on-hire to LDTP
06 June
1800 POB
2125 All fast PBT No.3 berth
07 June
0034 loading arms connected
0230 Bunker hose connected
0330 start loading Jet A1
0800 – 0910 Bunkering
1245 complete Jet A1 – waiting shore readiness to load gasoil
1330 Bunker hose disconnected
1620 start loading gasoil
08 June
0228 complete gasoil
0415 sampling and calculations complete
0445 arms disconnected
0600 POB
0820 All clear PBT
1230 FAOP

LOPS issued – 1 for loading delays / 1 for slow loading

Draft: 14.50m EK
Cargo: B/L figs 30,000.559MT Jet A1 / 72,199.127MT GasOil
Bunker Received: 948.150MT IFO 380CST
Bunker ROB: 1440MT IFO / 76MT GO  
ETA OPL Luanda at 13 knots: 1200 hrs 02 July 2014 WSNP  
ETA OPL Durban at 13 knots 1800 hrs 25 June WSNP  

Please advise / confirm STS coordinates  
Please advise / confirm next bunker call  
Please confirm receipt and understanding  

Captain Stelios Smith  
Master - M/T WESTERN DAWN  

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From: Master of WESTERN DAWN  
Sent: 08 June 2014 12:19 (UTC+8)  
To: Chris at LDTP  
To:: JR BARR AGENCY PTE / Attn: Ricky  
To: Atlantic Services Agency / Attn William  
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT  

AA – OPL LUANDA  
BB – 1200 / 02 07 2014 / 13 knots  
CC – 1200 / 30 06 2014 / 14 knots  
DD – 1200 / 04 07 2014 / 12 knots  
EE – 7248  
FF – SINGAPORE PILOT STN  
GG – N/A  

Captain Stelios Smith  
Master - M/T WESTERN DAWN  

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From: Chris at LDTP  
Sent: 08 June 2014 12:30 (UTC+8)  
To: ANGOLA ENERGY IMPORTS  
Attn Energy Trading Desk / Peter  

In reference our sales contract LD/TBV1-ANGOLAENERGYIMPORTS between our good companies -  
This to confirm full payment under sales contract now made and received for the Gasoil and Jet cargo shipped as per B/L. Vessel eta now given as July 03, 2014.  

Regards  
Chris Cookson  

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From: Master of WESTERN DAWN  
Sent: 09 June 2014 12:29 (UTC+8)  
To: Chris at LDTP  
To: Atlantic Services Agency / Attn William  
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT  

AA – OPL LUANDA  
BB – 1200 / 02 07 2014 / 13 knots  
CC – 1230 / 30 06 2014 / 14 knots  
DD – 1130 / 04 07 2014 / 12 knots  
EE – 6937  
FF – MALACCA STRAITS  
GG – 13 knots  

Captain Stelios Smith  
Master - M/T WESTERN DAWN  

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From: Master of WESTERN DAWN  
Sent: 20 June 2014 11:02 (UTC+4)  
To: Chris at LTDP  
CC: Atlantic Services Agency  
Cc: Traders Inc BVI  
Cc: Oliver at WTI  
Cc: CSO at WTI  
Subject: TOP URGENT - WESTERN DAWN ETA OPL Durban/ ETA OPL Luanda  

Dear Chris  
As we arrive off Durban after this weekend  
Please urgently advise your intention re bunkering Durban  
Our Bunker ROB: 840MT IFO / 60MT GO  
ETA OPL Durban at 13 knots: 0500 hrs 26 June 2014 WSNP  
Otherwise:  
ETA OPL Luanda at 13 knots: 0800 hrs 03 July 2014 WSNP  
Please advise / confirm next bunker call  
Please advise / confirm STS coordinates  
Please confirm receipt and understanding  
Captain Stelios Smith  
Master - M/T WESTERN DAWN  

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From: Chris at LDTP  
Sent: 20 June 2014 11:52 (UTC+8)  
To: WESTERN TANKERS INC – Attn Oliver  
Subject: 45 DAY REDELIVERY NOTICE WESTERN DAWN  
Attachments:  

Dear OLIVER
THIS TO ADVISE CHARTERERS INTENTION REDELIERY M/T WESTERN DAWN ON/ABOUT 4 AUGUST 2014 ABOUT GIBRALTAR AGW WOG

Regards
Chris at LDTP

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From: Master of WESTERN DAWN
Sent: 24 June 2014 12:25 (UTC+3)
To: Chris at LDTP
To: Atlantic Services Agency / Attn William
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – OPL LUANDA
BB – 2000 / 02 07 2014 / 13 knots
CC – 0400 / 02 07 2014 / 14 knots
DD – 1420 / 03 07 2014 / 12 knots
EE – 2912
FF – 28DEG 01’S 42DEG 05’E
GG – 13.1 knots

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 25 June 2014 11:02 (UTC+3)
To: Chris at LDTP
CC: Atlantic Services Agency
Subject: WESTERN DAWN Durban BUNKERS / ETA OPL Luanda

Mr Chris
Our ETA OPL Durban at 13 knots: 0400 hrs 26 June 2014 WSNP / at 12.0 knots: 0600hrs 26 June 2014
ETA OPL Luanda at 13 knots: 2000 hrs 02 July 2014 WSNP / at 12.0 knots: 1200 hrs 03 July 2014
Bunker ROB today: 705MT IFO / 56MT GO
This to protest you your advice not supplying fuel at Durban
FYGuidance my ETA off Cape now 1200hrs 28 June 2014
I will reduce speed to 12.0 knots and conserve fuel / expected consumption about 37tpd /
expected ROB arrival OPL Luanda about 350MT IFO AGW
I will need about 130MT to complete discharge which means I only have 220MT IFO left / for reserve
We must have bunker supply at / before Luanda discharge

Master / Owners not responsible this change in speed and for any delays caused by charterers not supplying fuel in good time.
Furthermore please note master and owners will not be responsible for time, deviation, cost, additional fuel needed to bunker at next location
Please advise / confirm STS coordinates
Please confirm receipt and understanding

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 25 June 2014 12:29 (UTC+3)
To: Chris at LDTP
To: Atlantic Services Agency / Attn William
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – OPL LUANDA
BB – 1200 / 03 07 2014 / 12 knots
CC – 0600 / 02 07 2014 / 14 knots
DD – 1200 / 03 07 2014 / 12 knots
EE – 2599
FF – 28DEG 50’S 34DEG 15’E
GG – 13.3 knots

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Chris at LTDP
Sent: 28 June 21T4 16:27 (UTC+8)
To: Master of BRILLIANT DAWN
Cc: Atlantic Agency (William@ASA.com.au)
Subject: RE: WESTERN DAWN next voyage
Attachments:
Dear Captain Stelios
Please advise discharge coordinate now given as STS Area 1
Next bunker supply now on arrival STS Area 1
Please advise ETA Bonny basis
Cargo discharge 3 days / ballast speed 14 knots / bunkers at STS Area 1
Regards
Chris at LTDP

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From: Master of WESTERN DAWN
Sent: 28 June 2014 11:42 (UTC+2)
To: Chris at LTDP
CC: Atlantic Services Agency
Subject: WESTERN DAWN / ETA Bonny

Chris

Please confirm where is Area 1 – I have in my info OPL Area 1 as 9deg 00' South: 011deg 30' East
Subject Area 1 as above eta Area 1 = 1200 03 July 2014
ETA Bonny 0900 / 09 July 2014 WSNP / AGW
Please advise next cargo intention / destination

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 28 June 2014 12:29 (UTC+2)
To: Chris at LDTP
To: Atlantic Services Agency / Attn William
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – OPL LUANDA
BB – 1200 / 03 07 2014 / 12 knots
CC – 2000 / 02 07 2014 / 14 knots
DD – 1200 / 03 07 2014 / 12 knots
EE – 1449
FF – 35DEG 12'S 18DEG 40'E
GG – 11.9 knots

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Chris at LDTP
Sent: 28 June 2014 18:43 (UTC+8)
To: Master of WESTERN DAWN
Cc: Atlantic Agency (William@ASA.com.an )
Subject: RE: WESTERN DAWN next voyage
Attachments:

Dear Captain Stelios
Please advise discharge coordinate now given as STS Area 1
Next bunker supply now on arrival STS Area 1
Intention:
Next load port intention Bonny Offshore Terminal
Cargo – full Bonny Light
Destination MEDI NEOBIG
Voyage Orders follow in due course
Regards
Chris at LDTP
From: Atlantic STS Agency Ltd (ASA Angola Ltd) (Captain.William.Anya_GM@asa2.com.an)
Sent: 28 June 2014 18:02 (UTC+1)
To: Master of WESTERN DAWN
Subject: WESTERN DAWN ETA OPL Luanda

Dear Captain

This to advise you charterers have passed control of your good vessel under TCP to our good agency ASA Angola for local instruction / we are your STS coordinator
Your forthcoming STS our good service vessel ANTELOPE
At coordinate 06 Degrees 00 minutes South: 08 Degrees 10 minutes East for discharge 72,000mts gasoil / balance of cargo TBN
Please advised your ETA
Please contact Master of ANTELOPE on +870 123 123 678 / Loading Master is +870 123 123 789 He will confirm discharge rotations and quantities
For your guidance ANTELOPE is instructed to supply you with 300MT IFO bunkers on your arrival / before cargo transfer

Please confirm receiving

Captain William Edward Anya
General Manager
ASA (Angola) Ltd

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From: Master of WESTERN DAWN
Sent: 28 June 2014 19:50 (UTC+2)
To: Captain_Anya_GM@asa2.com.an
Subject: RE: WESTERN DAWN Durban BUNKERS / ETA OPL Luanda

Dear Captain Anya

This to confirm receipt your advice – thank you
Vessel to proceed 06 Degrees 00 minutes South: 08 Degrees 10 minutes East / coordinate with ANTELOPE Master
My ETA now 0600 / 04 July
Taking bunkers on arrival
Please confirm hose connections and fender supply
regards
Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 29 June 2014: 1159 (UTC+1)
To: Rich Evasion CSO at WTI Safety and Security
Cc: Lucius at Purchasing WTI
cc: Cc: Operations and Safety Dept
Cc: Oliver at WTI Commercial

To CSO Rich Evasion

Good Morning Capt Rich
As you know vessel has now past Cape Town
ETA OPL R/V is 4 July
Vessel doing best to comply with BMP4 in circumstances as stores and spares Sing order not received
Regards
Capt Stelios Smith
Master WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 29 June 2014 12:29 (UTC+1)
To: Captain_Anya_GM@asa2.com.an
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – OPL LUANDA
BB – 0600 / 04 07 2014 / 12 knots
CC – 1300 / 03 07 2014 / 14 knots
DD – 0600 / 04 07 2014 / 12 knots
EE – 1360
FF – 30DEG 20’S 15DEG 08’E
GG – 11.95 knots

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 29 June 2014 12:29 (UTC+1)
To: Captain_Anya_GM@asa2.com.an
Subject: RE: WESTERN DAWN / ETA OPL Luanda

Dear Captain Anya
This to confirm our ETA 0800 / 04 July 2014 STS position 6deg 00’ S; 8deg 10’ E
Taking bunkers on arrival
Please confirm hose connections and fender supply, discharge rotation
regards
Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 30 June 2014 12:29 (UTC+1)
To: Captain_Anya_GM@asa2.com.an
CC: Traders Inc BVI
Subject: WESTERN DAWN DAILY ETA MESSAGE / NOON REPORT

AA – OPL LUANDA
BB – 1200 / 04 07 2014 / 12 knots
CC – 2100 / 03 07 2014 / 14 knots
DD – 1200 / 04 07 2014 / 12 knots
EE – 1133
FF – 25DEG 28’S 12DEG 30’E
GG – 11.9 knots

Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 01 July 2014 12:29 (UTC+1)
To: Captain_Anya_GM@asa2.com.an
Subject: RE: WESTERN DAWN / ETA OPL Luanda

Dear Captain Anya
This to confirm our ETA 0800 / 04 July 2014 STS position 6deg 00’ S; 8deg 10’ E
Taking bunkers on arrival
Please confirm hose connections and fender supply, discharge rotation regards
Captain Stelios Smith
Master - M/T WESTERN DAWN

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From: Master of WESTERN DAWN
Sent: 02 July 2014 12:27 (UTC+1)
To: Captain_Anya_GM@asa2.com.an
Subject: RE: WESTERN DAWN / ETA OPL Luanda

Dear Captain Anya
This to confirm our ETA 0730 / 04 July 2014 STS position 6deg 00’ S; 10deg 10’ E
Taking bunkers on arrival
Please confirm hose connections and fender supply, discharge rotation
regards
Captain Stelios Smith
Master - M/T BRILLIANT DAWN

From: Master of WESTERN DAWN
Sent: 03 July 2014 16:28 (UTC+1)
To: Chris at LDTP
Subject: LDTP/WD01 – Disport arrival

Mr Chris
FYI – we arrive the new OPL discharge R/V tomorrow at 0530.
You have advised AGW 3 day discharge to 2 STS, with bunkers on arrival supply from STS v/l ANTELOPE before cargo transfer
This limited supply 300mt should be enough for discharge and passage to Bonny.
But will require more bunkers at Bonny for laden passage north to MEDI. Anticipate will need 500MT FO. Please confirm supply
regards
Captain Stelios Smith
Master - M/T WESTERN DAWN

From: Master of WESTERN DAWN
Sent: 03 July 2014 16:30 (UTC+1)
To: Oliver at WTI
Subject: LDTP/WD01 – Disport arrival

Oliver
FYI – we arrive the OPL discharge R/V tomorrow at 0530.
Chtrs Advise AGW 3 day discharge to 2 STS, with bunkers on arrival supply from STS v/l ANTELOPE before cargo transfer
This limited supply 300mt should be enough for discharge and passage to Bonny.
But will require more bunkers at Bonny for laden passage north to MEDI
regards
From: Oliver at WTI
Sent: 03 July 2014 17:03 (UTC+1)
To: Master of WESTERN DAWN
Subject: LDTP/WD01 – Disport arrival

Dear Capt Stelios

Thank you yours / appreciate update

FYG
Charters are indicating next cargo is Bonny to Augusta with full cargo Bonny Light. LayCan shown as 11-12 July
However you should be aware Charterers are intending redelivery on completion discharge Augusta about 4 August 2014.
Please keep me fully informed re discharge activity and bunker ROB and supply

Kind regards
Oliver at WTI

From: Oliver at WTI
Sent: 03 July 2014 18:01 (UTC+1)
To: Chris at LDTP
Subject: WESTERN DAWN / LTDP CP 26 MAY 2014 / SECOND PERIOD HIRE PAYMENT DUE

CHRIS
THIS TO ADVISE YOU THAT AS OF COB LONDON TODAY PAYMENT FOR SECOND HIRE PERIOD IS NOW DUE. PLEASE CONFIRM PAYMENT OF SAME AND ADVISE / COPY OF BANK INSTRUCTION TO CONFIRM PAYMENT MADE
PLEASE ACKNOWLEDGE

OLIVER
FOR AND ON BEHALF
WESTERN TANKERS INC

From: Chris at LDTP
Sent: 04 July 2014 09:37 (UTC+8)
To: WESTERN TANKERS INC – Attn Oliver
Subject: 30 DAY REDELIVERY NOTICE WESTERN DAWN
Dear OLIVER
THIS TO ADVISE CHARTERERS INTENTION REDELIVERY M/T WESTERN DAWN ON/ABOUT 4 AUGUST 2014 ABOUT GIBRALTAR AGW WOG

Regards
Chris at LDTP

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From: Chris at LDTP
Sent: 04 July 2014 09:52 (UTC+8)
To: Master of WESTERN DAWN
Subject: RE: WESTERN DAWN next voyage
Attachments:

Dear Captain Stelios
Please continue to liaise with your STS coordinator
Please keep Chrtrs informed
Next bunker supply after STS at Bonny all under control / reverting
Next load port intention Bonny Offshore Terminal / reverting with voyage order
Intention full Bonny Light cargo / laycan 11-12 July / Destination MEDI NEOBIG
Voyage Orders follow in due course

Regards
Chris at LDTP

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From: Master of WESTERN DAWN
Sent: 04 July 2014 05:20 (UTC+1)
To: Oliver at WTI
Subject: LDTP/WD01 – Disport arrival

Oliver
FYI – we now arrived and drifting R/V position – will tender my NOR very soon
STS v/l ANTELOPE not seen as yet – no tankers in area
Radar shows what looks like 2 small fishing boats 5 miles to west, nothing else in 12 mile range
Will keep you advised
Kind regards
Captain Stelios Smith
Master - M/T WESTERN DAWN

+++++++++++++++
To Chris at LDTP  
To: Captain_Anya_GM@asa2.com.an  
Subject: RE: WESTERN DAWN / NOTICE OF READINESS / arrival at OPL Luanda  

To Whom it may concern  

WESTERN DAWN / LDTP CP 26 June 2014  
Voyage Number LDTP/WD01  

Dear Sirs  
This to confirm my arrival at designated STS R/V position 6deg 00’ S; 8deg 10’ E - at time 0520 hours (local time / UTC+1) 04 July 2014  
I confirm vessel ready for discharge of cargo and HEREWITH TENDER NOTICE OF READINESS AS PER VOYAGE ORDERS AND CP  
However for good orders sake the STS v/l ANTELOPE is not arrived  

Please acknowledge receipt  

regards  
Captain Stelios Smith  
Master - M/T WESTERN DAWN  

++++++++++++++++++  

From: Chris at LDTP  
Sent: 04 July 2014 12:24 (UTC+8)  
To: WESTERN TANKERS INC – Attn Oliver  
Subject: WESTERN DAWN / LDTP CP 26 JUNE 2014 / SECOND PERIOD HIRE PAYMENT / OFFHIRE NOTICE  
Attachments:  

Dear OLIVER  
THIS TO ADVISE CHARTERERS CONSIDER VESSEL AS OFFHIRE DUE NO CONTACT WITH RECEIVER / CHRTR  
CHRTRS CONSIDER PAYMENT FOR SECOND HIRE PERIOD NOT DUE UNTIL VESSEL BACK ON-HIRE  
Regards  
Chris at LDTP  

++++++++++++++++++  

From: Master of WESTERN DAWN  
Sent: 17 July 2014 23:20 (UTC+1)  
To: Oliver at WTI  
Cc: Chris at LDTP  
Subject: TOP URGENT LDTP/WD01 pirate attack and cargo diversion  

Oliver  
This to advise WESTERN DAWN now back under command of Captain Stelios Smith  
Vessel now in position 07deg15S; 09deg05E  
Casualties:  
All crew alive
4 crew with minor injuries cuts and bruises
1 C/E with broken arm (condition stable)
Have requested medical assistance form any nearby war ship / merchant ship with doctor
Bunker ROB  About 200MT
Cargo ROB 30,000mts Jet A1, about 44,000mts GasOil
Balance cargo stolen by pirates in multiple STS operations
Due no instruction from Charterer and no bunker supply - Now proceeding in direction Cape Town for assistance
Speed at economical speed due small bunker ROB
Please arrange attendance, tugs and bunker barge off Cape Town our arrival ETA 23 July AGW

FYG vessel is damaged - only has GMDSS station and VHF in citadel working
Only 1 radar, gps and voyage management system working remaining bridge equipment damaged.
Main deck hose crane unserviceable
Starboard-side accommodation ladder buckled
Reverting with fuller condition assessment in due course

Will keep you advised

Please acknowledge receipt

Kind regards
Captain Stelios Smith
Master - M/T WESTERN DAWN
BILL OF LADING

SHIPPED clean onboard at the place of loading in apparent good order and condition by Shipper/Consignor under the deck of the designated vessel is a quantity in bulk (description, quality and grade as defined in the Corrected Quantity Report below) to be delivered (subject to the liberties, conditions, exceptions and limitations hereinafter contained and on the reverse hereof) in the like order and condition at the designated discharge port or so near thereto as the vessel may safely get and there discharge always safely afloat unto the consignee (or order) on payment of freight.

Unless this quantity in bulk is sold FOB, all the terms, conditions, clauses, limitations and exceptions of the charterparty or chartering fixture (if any) in respect of the designated vessel current at the date of issue of this Bill of Lading shall, without any exception, be incorporated in, apply to and override to the extent of any inconsistency with, the contract contained herein and evidenced by this Bill of Lading and shall to such extent become binding between Carrier and Holder of this Bill as though the contract herein or evidenced hereby had been made between them.

QUANTITY
The quantity is as stated.

JET A1 AVIATION FUEL

<table>
<thead>
<tr>
<th></th>
<th>kg</th>
<th>lbs</th>
</tr>
</thead>
<tbody>
<tr>
<td>m³ @ 15°C</td>
<td>37,314.128</td>
<td></td>
</tr>
<tr>
<td>bbl @ 60°F</td>
<td>234,698.776</td>
<td></td>
</tr>
<tr>
<td>METRIC TONS</td>
<td>30,000.559</td>
<td></td>
</tr>
<tr>
<td>LONG TONS</td>
<td>29,526.746</td>
<td></td>
</tr>
</tbody>
</table>

In witness whereof the Master of the Vessel or Agent of the Carrier has signed hereunder for an on behalf of the Master or Carrier the stated number of original Bills of Lading all of this tenor and date one of which being accomplished, the others will be void.

OCEAN FREIGHT PAYABLE

AS PER C/P

NUMBER OF ORIGINAL BILLS OF LADING

3 OF 3

PLACE OF ISSUE
SINGAPORE

DATE OF ISSUE
8 JUNE 2014
### BILL OF LADING

<table>
<thead>
<tr>
<th>SHIPPER/CONSIGNOR</th>
<th>CARRIER</th>
<th>B/L No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDT Pte</td>
<td>LDT Pte</td>
<td>LDTP-WD01-002</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONSIGNEE OR ORDER (if order state notify party and address)</th>
<th>U.S. Customs Tax I.D. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angola Energy Imports</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILL OF LADING DATE</th>
<th>PLACE OF LOADING</th>
<th>SHIPPER’S REF. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 June 2014</td>
<td>PB Terminal, Singapore</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VESSEL</th>
<th>PORT OF DISCHARGE</th>
<th>BUYER’S REF. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>WESTERN DAWN</td>
<td>OPL Luanda</td>
<td></td>
</tr>
</tbody>
</table>

Shipped clean onboard at the place of loading in apparent good order and condition by Shipper/Consignor under the deck of the designated vessel is a quantity in bulk (description, quality and grade as defined in the Corrected Quantity Report below) to be delivered (subject to the liberties, conditions, exceptions and limitations hereinafter contained and on the reverse hereof) in the like order and condition at the designated discharge port or so near thereto as the vessel may safely get and there discharge always safely afloat unto the consignee (or order) on payment of freight.

Unless this quantity in bulk is sold FOB, all the terms, conditions, clauses, limitations and exceptions of the charterparty or chartering fixture (if any) in respect of the designated vessel current at the date of issue of this Bill of Lading shall, without any exception, be incorporated in, apply to and override to the extent of any inconsistency with, the contract contained herein and evidenced by this Bill of Lading and shall to such extent become binding between Carrier and Holder of this Bill as though the contract herein or evidenced hereby had been made between them.

### QUANTITY

The quantity is as stated.

<table>
<thead>
<tr>
<th>GASOIL</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>m³ @ 15°C</td>
<td>81,122.615</td>
<td></td>
</tr>
<tr>
<td>bbl @ 60°F</td>
<td>510,245.833</td>
<td></td>
</tr>
<tr>
<td>METRIC TONS</td>
<td>72,199.127</td>
<td></td>
</tr>
<tr>
<td>LONG TONS</td>
<td>71,058.852</td>
<td></td>
</tr>
</tbody>
</table>

In witness whereof the Master of the Vessel or Agent of the Carrier has signed hereunder for an on behalf of the Master or Carrier the stated number of original Bills of Lading all of this tenor and date one of which being accomplished, the others will be void.

<table>
<thead>
<tr>
<th>OCEAN FREIGHT PAYABLE</th>
<th>MASTER’S NAME</th>
<th>SIGNATORY’S COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS PER C/P</td>
<td>STELIOS SMITH</td>
<td>NAME OF AUTHORISED</td>
</tr>
<tr>
<td>NUMBER OF ORIGINAL BILLS OF LADING</td>
<td></td>
<td>SIGNATORY</td>
</tr>
<tr>
<td>3 OF 3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PLACE OF ISSUE</th>
<th>MASTER’S SIGNATURE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGAPORE</td>
<td>AS AGENTS FOR AND ON BEHALF OF CAPT STELIOS SMITH MASTER OF M/T WESTERN DAWN</td>
<td></td>
</tr>
</tbody>
</table>
New Kid on the Bloc

That new kid on the block, LDT, has made what looked like a shrewd deal for WTI’s lone LR2. WTI, the new tanker off shoot from WCI, that well known mover and operator of capes, have had a tough time with their tanker experiment since the en-bloc deal that brought them four product vessels (three LR1s and the “Western Dawn”) three months ago at what has proven to be a peak price. Does the TCT of “Western Dawn” put two relative newcomers together and who is winning? The fixture rate suggests it may not be the elder of the two.
Tanker Gone Missing

Another tanker and its cargo of gasoil appear to be missing off West Africa for the last three days. Sources close to the operator of the LR2 tanker "Western Dawn" indicate the vessel may have been targeted specifically for its gasoil cargo. If so, it is the latest tanker to fall into the hands of rogue interests operating in the area. Owners were unable to state where the vessel is now. The question is, does this bring further woes to that troubled operator WTI, following our previous reporting on 27 May 2014.
<table>
<thead>
<tr>
<th>1. VESSEL DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 Date updated:</strong></td>
</tr>
<tr>
<td><strong>1.2 Vessel's name:</strong></td>
</tr>
<tr>
<td><strong>1.3 IMO number:</strong></td>
</tr>
<tr>
<td><strong>1.4 Vessel's previous name(s) and date(s) of change:</strong></td>
</tr>
<tr>
<td><strong>1.5 Date delivered:</strong></td>
</tr>
<tr>
<td><strong>1.6 Builder (where built):</strong></td>
</tr>
<tr>
<td><strong>1.7 Flag:</strong></td>
</tr>
<tr>
<td><strong>1.8 Port of Registry:</strong></td>
</tr>
<tr>
<td><strong>1.9 Call sign:</strong></td>
</tr>
</tbody>
</table>
| **1.10 Vessel's satcom phone number:** | FLEET 7S= 776 876 345 345  
                   | FLEET 3E= 766 844 227 288 |
| **Vessel's fax number:** | 776 876 345 678 |
| **Vessel's telex number:** | 442 334 544 |
| **Vessel's email address:** | WESTDAWN@WTI.COM.BV |
| **1.11 Type of vessel:** | Oil Tanker |
| **1.12 Type of hull:** | Double Hull |

**Classification**

| **1.13 Classification society:** | BV |
| **1.14 Class notation:** | BV:1+HULL+MACH,OIL TANKER ESP  
Unrestricted navigation AUT-UMS, ,  
SPM VCS, CARGOCONTROL  
CRS:*100A1Oil tanker ESP IWS IGS COW |

| **1.15 If Classification society changed, name of previous society:** | ABS |
| **1.16 If Classification society changed, date of change:** | 03 MARCH 2014 |
| **1.17 IMO type, if applicable:** | N/A |
| **1.18 Does the vessel have ice class? If yes, state what level:** | Yes, 1C |
| **1.19 Date / place of last dry-dock:** | MAR 06, 2014  
Rijeka |
| **1.20 Date next dry dock due:** | Dec 16, 2016 |
| **1.21 Date of last special survey / next survey due:** | MAR 06, 2014  
MAR 03, 2019 |
| **1.22 Date of last annual survey:** | MAR 03, 2014 |

| **1.23 If ship has Condition Assessment Program (CAP), what is the latest overall rating:** | N/A |

| **1.24 Does the vessel have a statement of compliance issued under the provisions of the Condition Assessment Scheme (CAS): If yes, what is the expiry date?** | Not Applicable |

**Dimensions**

| **1.25 Length Over All (LOA):** | 247.24 Metres |
| **1.26 Length Between Perpendiculars (LBP):** | 236 Metres |
| **1.27 Extreme breadth (Beam):** | 42.037 Metres |
| **1.28 Moulded depth:** | 21 Metres |
| **1.29 Keel to Masthead (KTM) / KTM in collapsed condition (if applicable):** | 54.19 Metres  
0 Metres |
| **1.30 Bow to Center Manifold (BCM) / Stern to Center Manifold (SCM):** | 121.99 Metres  
125.24 Metres |
| **1.31 Distance bridge front to center of manifold:** | 83.86 Metres |

| **1.32 Parallel body distances:** | Lightship  
Normal Ballast  
Summer Dwt |
|------------------------|------------------------|------------------------|
| **Forward to mid-point manifold:** | 24.34 Metres  
50.66 Metres  
50.66 Metres |
| **Aft to mid-point manifold:** | 42.23 Metres  
61.17 Metres  
78.45 Metres |
| **Parallel body length:** | 70:10Metres  
112;13Metres  
.........................  
.....129 09 Metres |
| **1.33 FWA at summer draft / TPC immersion at summer draft:** | 337 Millimetres  
94.70 Metric Tonnes |
| **1.34 What is the max height of mast above waterline (air draft):** | Full Mast  
Collapsed Mast |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lightship:</td>
<td>51.558</td>
<td>0 Metres</td>
</tr>
<tr>
<td>Normal ballast:</td>
<td>40.588</td>
<td>0 Metres</td>
</tr>
<tr>
<td>At loaded summer deadweight:</td>
<td>39.171</td>
<td>0 Metres</td>
</tr>
</tbody>
</table>

**Tonnages**

| 1.35 | Net Tonnage: | 34,574 |
## INTERTANKO'S STANDARD TANKER CHARTERING QUESTIONNAIRE 88 (Q88)

### 1.36 Gross Tonnage / Reduced Gross Tonnage (if applicable):
- 59,315
- 47,891

### 1.37 Suez Canal Tonnage - Gross (SCGT) / Net (SCNT):
- 59,399.38
- 58,092.49

### 1.38 Panama Canal Net Tonnage (PCNT):
- 0

### Loadline Information

<table>
<thead>
<tr>
<th>Loadline</th>
<th>Freeboard</th>
<th>Draft</th>
<th>Deadweight</th>
<th>Displacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter:</td>
<td>6.332 Metres</td>
<td>14.706 Metres</td>
<td>105,484 Metric Tonnes</td>
<td>124,318 Metric Tonnes</td>
</tr>
<tr>
<td>Tropical:</td>
<td>5.706 Metres</td>
<td>15.332 Metres</td>
<td>111.398 Metric Tonnes</td>
<td>130,232 Metric Tonnes</td>
</tr>
<tr>
<td>Lightship:</td>
<td>18.30 Metres</td>
<td>2.632 Metres</td>
<td>37,756 Metric Tonnes</td>
<td>57,600 Metric Tonnes</td>
</tr>
<tr>
<td>Normal Ballast Condition:</td>
<td>13.635 Metres</td>
<td>7.397 Metres</td>
<td>127,267 Metric Tonnes</td>
<td>124,318 Metric Tonnes</td>
</tr>
</tbody>
</table>

### 1.40 Does vessel have multiple SDWT?
- Yes

### 1.41 If yes, what is the maximum assigned deadweight?
- 108,433 Metric Tonnes

### Ownership and Operation

#### 1.42 Registered owner - Full style:
WESTDAWN SHIPPING (BVI) LLC
91234 BROAD STREET, ROAD HARBOUR, BVI

#### 1.43 Technical operator - Full style:
WTI
77577 HILLSIDE GLASGOW GL80009
Tel: +44 131 4567 5633
Fax: +44 131 4567 5601
Email: OPS@WTI.COM.UK

#### 1.44 Commercial operator - Full style:
WTI
1666 CHURCH AVENUE LONDON 90999
Tel: +44 203 7889 5664
Email: TANKCHARTS@WTI.COM.UK

#### 1.45 Disponent owner - Full style:
N/A

### 2. CERTIFICATION

<table>
<thead>
<tr>
<th>Certificate Description</th>
<th>Issued</th>
<th>Last Annual or Intermediate</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Equipment Certificate:</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2019</td>
</tr>
<tr>
<td>Safety Radio Certificate:</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2019</td>
</tr>
<tr>
<td>Safety Construction Certificate:</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2019</td>
</tr>
<tr>
<td>Loadline Certificate:</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2019</td>
</tr>
<tr>
<td>International Oil Pollution Prevention Certificate (IOPPC):</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2019</td>
</tr>
<tr>
<td>Safety Management Certificate (SMC):</td>
<td>MARCH 03, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document of Compliance (DOC):</td>
<td>MARCH 03, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>USCG (specify: COC, LOC or COI):</td>
<td>MARCH 03, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Liability Convention Certificate (CLC):</td>
<td>MARCH 03, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Liability for Bunker Oil Pollution Damage Convention Certificate (CLBC):</td>
<td>MARCH 03, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certificate of Fitness (Chemicals):</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>2.12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.13</td>
<td>Certificate of Fitness (Gas):</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>2.14</td>
<td>Certificate of Class:</td>
<td>MARCH 03, 2014</td>
<td>MARCH 03, 2014</td>
</tr>
</tbody>
</table>
INTERTANKO'S STANDARD TANKER CHARTERING QUESTIONNAIRE 88 (Q88)

2.15 International Ship Security Certificate (ISSC): MARCH 03, 2014 MARCH 03, 2019
2.16 International Sewage Pollution Prevention Certificate (ISPPC) MARCH 03, 2014 MARCH 03, 2019
2.17 International Air Pollution Prevention Certificate (IAPP): MARCH 03, 2014 MARCH 03, 2014 MARCH 03, 2019

Documentation
2.18 Does vessel have all updated publications as listed in the Vessel Inspection Questionnaire, Chapter 2- Question 2.24, as applicable: Yes
2.19 Owner warrant that vessel is member of ITOPF and will remain so for the entire duration of this voyage/contract: Yes

3. CREW MANAGEMENT
3.1 Nationality of Master: UK
3.2 Nationality of Officers: UK, AUSTRALIAN, FILIPINO
3.3 Nationality of Crew: FILIPINO, MALAY
3.4 If Officers/Crew employed by a Manning Agency - Full style: Officers: WBI MANNING IOM DOUGLAS ISLE OF MAN Tel: +44 12345 1234 1123 Email: PERSONEL@WBI-IOM.COM.IM Crew: WBI-MANILA, PHILIPINES Email: WBIPERSONNEL@STAR.COM.PA
3.5 What is the common working language onboard: English
3.6 Do officers speak and understand English: Yes
3.7 In case of Flag Of Convenience, is the ITF Special Agreement on board: N/A

4. HELICOPTERS
4.1 Can the ship comply with the ICS Helicopter Guidelines: Yes
4.2 If Yes, state whether winching or landing area provided: Winching

5. FOR USA CALLS
5.1 Has the vessel Operator submitted a Vessel Spill Response Plan to the US Coast Guard which has been approved by official USCG letter: Yes
5.2 Qualified individual (QI) - Full style: O'Brien's Response Management 103 Morgan Lane, Suite 103 Plainsboro, NJ 08536, USA Tel: +1 985 781 0804 Fax: +1 985 781 0580 Email: commandcenter@oopsusa.com
5.3 Oil Spill Response Organization (OSRO) -Full style: NRC 3500 Sunrise Highway, T103 Great River, New York 11739 Tel:+1 631 224 9141 Fax: +1 631 224 9082 Email: bbell@nrcc.com
5.4 Has technical operator signed the SCIA / C-TPAT agreement with US customs concerning drug smuggling: Yes

6. CARGO AND BALLAST HANDLING
Double Hull Vessels
6.1 Is vessel fitted with centerline bulkhead in all cargo tanks: Yes
6.2 If Yes, is bulkhead solid or perforated: Solid

Cargo Tank Capacities
<table>
<thead>
<tr>
<th>6.3</th>
<th>Capacity (98%) of each natural segregation with double valve (specify tanks):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Seg#1: 38754.0 m³ (1P/S, 4P/S, Slop P/S) Seg#2: 42930.4 m³ (2P/S, 5P/S)</td>
</tr>
</tbody>
</table>

Q88.com
## INTERTANKO’S STANDARD TANKER CHARTERING QUESTIONNAIRE 88 (Q88)

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.4 Total cubic capacity (98%, excluding slop tanks):</td>
<td>Seg#3: 42001.8 m³ (3P/S, 6P/S) 120,931.80 Cu. Metres</td>
</tr>
<tr>
<td>6.5 Slop tank(s) capacity (98%):</td>
<td>2,754.20 Cu. Metres</td>
</tr>
<tr>
<td>6.6 Residual/Retention oil tank(s) capacity (98%), if applicable:</td>
<td>0 Cu. Metres</td>
</tr>
<tr>
<td>6.7 Does vessel have Segregated Ballast Tanks (SBT) or Clean Ballast Tanks (CBT):</td>
<td>SBT</td>
</tr>
<tr>
<td>6.8 What is total capacity of SBT?</td>
<td>37,365.10 Cu. Metres</td>
</tr>
<tr>
<td>6.9 What percentage of SDWT can vessel maintain with SBT only:</td>
<td>35.30 %</td>
</tr>
<tr>
<td>6.10 Does vessel meet the requirements of MARPOL Annex I Reg 18.2: (previously Reg 13.2)</td>
<td>Yes</td>
</tr>
<tr>
<td>6.11 How many grades/products can vessel load/discharge with double valve segregation:</td>
<td>3</td>
</tr>
<tr>
<td>6.12 Maximum loading rate for homogenous cargo per manifold connection:</td>
<td>4,500 Cu. Metres/Hour</td>
</tr>
<tr>
<td>6.13 Maximum loading rate for homogenous cargo loaded simultaneously through all manifolds:</td>
<td>13,500 Cu. Metres/Hour</td>
</tr>
<tr>
<td>6.14 Are there any cargo tank filling restrictions. If yes, please specify:</td>
<td>No</td>
</tr>
<tr>
<td>6.15 Pumps:</td>
<td>Type</td>
</tr>
<tr>
<td>Cargo:</td>
<td>3</td>
</tr>
<tr>
<td>Stripping:</td>
<td>1</td>
</tr>
<tr>
<td>Eductors:</td>
<td>2</td>
</tr>
<tr>
<td>Ballast:</td>
<td>2</td>
</tr>
<tr>
<td>6.16 How many cargo pumps can be run simultaneously at full capacity:</td>
<td>3</td>
</tr>
<tr>
<td>6.17 Is ship fitted with a Cargo Control Room (CCR):</td>
<td>Yes</td>
</tr>
<tr>
<td>6.18 Can tank innage / ullage be read from the CCR:</td>
<td>Yes</td>
</tr>
<tr>
<td>6.19 Can ship operate under closed conditions in accordance with ISGOTT:</td>
<td>Yes</td>
</tr>
<tr>
<td>6.20 What type of fixed closed tank gauging system is fitted:</td>
<td>KONGSBERG RADAR TANK LEVEL GAUGING SYSTEM</td>
</tr>
<tr>
<td>6.21 Are overfill (high-high) alarms fitted? If Yes, indicate whether to all tanks or partial:</td>
<td>Yes, all tanks</td>
</tr>
<tr>
<td>6.22 Is a vapor return system (VRS) fitted:</td>
<td>Yes</td>
</tr>
<tr>
<td>6.23 Number/size of VRS manifolds (per side):</td>
<td>1</td>
</tr>
<tr>
<td>6.24 State what type of venting system is fitted:</td>
<td>PA/VALVES</td>
</tr>
<tr>
<td>6.25 Does vessel comply with the latest edition of the OCIMF ‘Recommendations for Oil Tanker Manifolds and Associated Equipment’:</td>
<td>Yes</td>
</tr>
<tr>
<td>6.26 What is the number of cargo connections per side:</td>
<td>3</td>
</tr>
<tr>
<td>6.27 What is the size of cargo connections:</td>
<td>450 Millimetres</td>
</tr>
<tr>
<td>6.28 What is the material of the manifold:</td>
<td>STEEL</td>
</tr>
</tbody>
</table>

### Cargo Control Room

- Is ship fitted with a Cargo Control Room (CCR): Yes
- Can tank innage / ullage be read from the CCR: Yes

### Gauging and Sampling

- Can ship operate under closed conditions in accordance with ISGOTT: Yes
- What type of fixed closed tank gauging system is fitted: KONGSBERG RADAR TANK LEVEL GAUGING SYSTEM
- Are overfill (high-high) alarms fitted? If Yes, indicate whether to all tanks or partial: Yes, all tanks

### Vapor Emission Control

- Is a vapor return system (VRS) fitted: Yes
- Number/size of VRS manifolds (per side): 1, 450 Millimetres

### Venting

State what type of venting system is fitted: PA/VALVES

### Cargo Manifolds

- Does vessel comply with the latest edition of the OCIMF ‘Recommendations for Oil Tanker Manifolds and Associated Equipment’: Yes
- What is the number of cargo connections per side: 3
- What is the size of cargo connections: 450 Millimetres
- What is the material of the manifold: STEEL

### Manifold Arrangement
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.29</td>
<td>Distance between cargo manifold centers:</td>
<td>2,500 Millimetres</td>
</tr>
<tr>
<td>6.30</td>
<td>Distance ships rail to manifold:</td>
<td>4,670 Millimetres</td>
</tr>
<tr>
<td>6.31</td>
<td>Distance manifold to ships side:</td>
<td>5,100 Millimetres</td>
</tr>
<tr>
<td>6.32</td>
<td>Top of rail to center of manifold:</td>
<td>900 Millimetres</td>
</tr>
<tr>
<td>6.33</td>
<td>Distance main deck to center of manifold:</td>
<td>2,100 Millimetres</td>
</tr>
<tr>
<td>6.34</td>
<td>Manifold height above the waterline in normal ballast / at SDWT condition:</td>
<td>15.78 Metres</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.10 Metres</td>
</tr>
<tr>
<td>6.35</td>
<td>Number / size reducers:</td>
<td>6x450/400mm(18/16&quot;)</td>
</tr>
</tbody>
</table>
**Stern Manifold**

6.36 Is vessel fitted with a stern manifold: No

6.37 If stern manifold fitted, state size: 0 Millimetres

**Cargo Heating**

6.38 Type of cargo heating system? Steam

6.39 If fitted, are all tanks coiled? Yes

6.40 If fitted, what is the material of the heating coils: Mild steel

6.41 Maximum temperature cargo can be loaded/maintained: 60.0 °C /140.0 °F 66 °C/150.8 °F

**Tank Coating**

6.42 Are cargo, ballast and slop tanks coated? Coated

<table>
<thead>
<tr>
<th>Cargo tanks</th>
<th>Coated</th>
<th>Type</th>
<th>To What Extent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>SIGMA PRIME</td>
<td>BOTTOM AND HALF METER ABOVE, DECK HEAD AND FOUR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8000</td>
<td>METER BELOW INCLUDING COMPLETE UNDER DECK STRUCTURE</td>
</tr>
</tbody>
</table>

| Ballast tanks:       | Yes    | SIGMA PRIME   | COMPLETE                                          |
|                      |        | 8000          |                                                   |

| Slop tanks:          | Yes    | Epoxy         | Whole Tank                                        |
|                      |        |               |                                                   |

6.43 If fitted, what type of anodes are used: ZN

7. **INERT GAS AND CRUDE OIL WASHING**

7.1 Is an Inert Gas System (IGS) fitted: Yes

7.2 Is IGS supplied by flue gas, inert gas (IG) generator and/or nitrogen: Flue Gas

7.3 Is a Crude Oil Washing (COW) installation fitted: Yes

8. **MOORING**

8.1 Mooring wires (on drums)

<table>
<thead>
<tr>
<th></th>
<th>No.</th>
<th>Diameter</th>
<th>Material</th>
<th>Length</th>
<th>Breaking Strength</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecastle:</td>
<td>4</td>
<td>36 Millimetres</td>
<td>TENSILE GRADE WITH GALVANIZED SURFACE</td>
<td>250 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd:</td>
<td>5</td>
<td>36 Millimetres</td>
<td>TENSILE GRADE WITH GALVANIZED SURFACE</td>
<td>250 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck aft:</td>
<td>2</td>
<td>36 Millimetres</td>
<td>TENSILE GRADE WITH GALVANIZED SURFACE</td>
<td>250 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
<tr>
<td>Poop deck:</td>
<td>7</td>
<td>36 Millimetres</td>
<td>TENSILE GRADE WITH GALVANIZED SURFACE</td>
<td>250 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
</tbody>
</table>

8.2 Wire tails

<table>
<thead>
<tr>
<th></th>
<th>No.</th>
<th>Diameter</th>
<th>Material</th>
<th>Length</th>
<th>Breaking Strength</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecastle:</td>
<td>4</td>
<td>70 Millimetres</td>
<td>POLYDACRON</td>
<td>11 Metres</td>
<td>115 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd:</td>
<td>5</td>
<td>70 Millimetres</td>
<td>POLYDACRON</td>
<td>11 Metres</td>
<td>115 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck aft:</td>
<td>2</td>
<td>70 Millimetres</td>
<td>POLYDACRON</td>
<td>11 Metres</td>
<td>115.50 Metric Tonnes</td>
</tr>
<tr>
<td>Poop deck:</td>
<td>7</td>
<td>70 Millimetres</td>
<td>POLYDACRON</td>
<td>11 Metres</td>
<td>115 Metric Tonnes</td>
</tr>
<tr>
<td>8.3</td>
<td>Mooring ropes (on drums)</td>
<td>No.</td>
<td>Diameter</td>
<td>Material</td>
<td>Length</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------</td>
<td>-----</td>
<td>----------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>Forecastle:</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main deck fwd:</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main deck aft:</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poop deck:</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.4</td>
<td>Other mooring lines</td>
<td>No.</td>
<td>Diameter</td>
<td>Material</td>
<td>Length</td>
</tr>
<tr>
<td>Forecastle:</td>
<td>2</td>
<td>70  Millimetres</td>
<td>POLYDACRON</td>
<td>220 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main deck aft:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poop deck:</td>
<td>7</td>
<td>70  Millimetres</td>
<td>POLYDACRON</td>
<td>220 Metres</td>
<td>85 Metric Tonnes</td>
</tr>
</tbody>
</table>
## INTERTANKO'S STANDARD TANKER CHARTERING QUESTIONNAIRE 88 (Q88)

### 8.5 Mooring winches

<table>
<thead>
<tr>
<th>Location</th>
<th># Drums</th>
<th>Type</th>
<th>Brake Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecastle</td>
<td>2</td>
<td>DOUBLE DRUM</td>
<td>58.08 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd</td>
<td>2</td>
<td>Double Drums</td>
<td>58.08 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck aft</td>
<td>1</td>
<td>Double Drums</td>
<td>58.08 Metric Tonnes</td>
</tr>
<tr>
<td>Poop deck</td>
<td>3</td>
<td>TWO DOUBLE DRUMS AND ONE TRIPLE DRUMS</td>
<td>58.08 Metric Tonnes</td>
</tr>
</tbody>
</table>

### 8.6 Mooring bitts

<table>
<thead>
<tr>
<th>Location</th>
<th>No.</th>
<th>SWL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecastle</td>
<td>4</td>
<td>46 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd</td>
<td>7</td>
<td>46 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck aft</td>
<td>5</td>
<td>46 Metric Tonnes</td>
</tr>
<tr>
<td>Poop deck</td>
<td>8</td>
<td>46 Metric Tonnes</td>
</tr>
</tbody>
</table>

### 8.7 Closed chocks and/or fairleads of enclosed type

<table>
<thead>
<tr>
<th>Location</th>
<th>No.</th>
<th>SWL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecastle</td>
<td>12</td>
<td>64 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck fwd</td>
<td>15</td>
<td>64 Metric Tonnes</td>
</tr>
<tr>
<td>Main deck aft</td>
<td>9</td>
<td>64 Metric Tonnes</td>
</tr>
<tr>
<td>Poop deck</td>
<td>17</td>
<td>64 Metric Tonnes</td>
</tr>
</tbody>
</table>

### Emergency Towing System

#### 8.8 Type / SWL of Emergency Towing system forward:

- **CHAFFING CHAIN**: 200 Metric Tonnes

#### 8.9 Type / SWL of Emergency Towing system aft:

- **ETS 130652**: 200 Metric Tonnes

### Anchors

- **Number of shackles on port cable**: 13
- **Number of shackles on starboard cable**: 13

### Escort Tug

#### 8.12 What is SWL and size of closed chock and/or fairleads of enclosed type on stern:
- 200 Metric Tonnes, 600x380x540

#### 8.13 What is SWL of bollard on poopdeck suitable for escort tug:
- 200 Metric Tonnes

### Bow/Stern Thruster

- **What is brake horse power of bow thruster (if fitted)**: Obhp, 0 Kilowatt
- **What is brake horse power of stern thruster (if fitted)**: Obhp, 0 Kilowatt

### Single Point Mooring (SPM) Equipment

- **Does vessel comply with the latest edition of OCIMF 'Recommendations for Equipment Employed in the Mooring of Vessels at Single Point Moorings (SPM)'**: Yes
- **Is vessel fitted with chain stopper(s)**: Yes
- **How many chain stopper(s) are fitted**: 2
- **State type of chain stopper(s) fitted**: TONGUE TYPE ZK 78
- **Safe Working Load (SWL) of chain stopper(s)**: 200 Metric Tonnes
- **What is the maximum size chain diameter the bow stopper(s) can handle**: 76 Millimetres
- **Distance between the bow fairlead and chain stopper/bracket**: 3,000 Millimetres
- **Is bow chock and/or fairlead of enclosed type of OCIMF recommended size (600mm x 450mm)? If not, give details of size**: Yes, Not Applicable

### Lifting Equipment

- **Derrick / Crane description (Number, SWL and location)**: Cranes: 2 x 15 Tonnes, p/s
- **What is maximum outreach of cranes / derricks outboard of the ship’s side**: 5.90 Metres

### Ship To Ship Transfer (STS)

- **Does vessel comply with recommendations contained in OCIMF/ICS Ship To Ship Transfer Guide (Petroleum or Liquified Gas, as applicable)**: Yes
### MISCELLANEOUS

#### Engine Room

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>What type of fuel is used for main propulsion?</td>
<td>IFO 380</td>
</tr>
<tr>
<td>9.2</td>
<td>What type of fuel is used in the generating plant?</td>
<td>IFO 380</td>
</tr>
<tr>
<td>9.3</td>
<td>Capacity of bunker tanks - IFO and MDO/MGO:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2,610.70 Cu. Metres</td>
<td>164.70 Cu. Metres</td>
</tr>
<tr>
<td>9.4</td>
<td>Is vessel fitted with fixed or controllable pitch propeller(s)?</td>
<td>Fixed Pitch</td>
</tr>
</tbody>
</table>
### Insurance

<table>
<thead>
<tr>
<th>9.5</th>
<th>P &amp; I Club - Full Style:</th>
<th>&quot;AN INTERNATIONAL GROUP&quot; CLUB</th>
</tr>
</thead>
</table>

| 9.6 | P & I Club coverage - pollution liability coverage: | 1,000,000,000 US$ |

### Port State Control

<table>
<thead>
<tr>
<th>9.7</th>
<th>Date and place of last Port State Control inspection:</th>
<th>Apr 28, 2014 / SINGAPORE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9.8</th>
<th>Any outstanding deficiencies as reported by any Port State Control:</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9.9</th>
<th>If yes, provide details:</th>
<th>N/A</th>
</tr>
</thead>
</table>

### Recent Operational History

<table>
<thead>
<tr>
<th>9.10</th>
<th>Has vessel been involved in a pollution, grounding, serious casualty or collision incident during the past 12 months? If yes, full description:</th>
<th>Pollution: No, N/A Grounding: No, N/A Serious casualty: No, N/A Collision: No, N/A</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9.11</th>
<th>Last three cargoes / charterers / voyages (Last / 2nd Last / 3rd Last):</th>
<th>3L: CONDENSATE. / PTT / NWS - SRI RACHA 2L: CONDENSATE. / PTT / NWS - SRI RACHA 1L: MIRI LIGHT. / BP (FAR EAST) / MIRI - SINGAPORE</th>
</tr>
</thead>
</table>

### Vetting

<table>
<thead>
<tr>
<th>9.12</th>
<th>Date/Place of last SIRE Inspection:</th>
<th>APRIL 29, 2014 / SINGAPORE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9.13</th>
<th>Date/Place of last CDI Inspection:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9.14</th>
<th>Recent Oil company inspections/screenings (To the best of owners knowledge and without guarantee of acceptance for future business)*:</th>
<th>BP (FE)</th>
</tr>
</thead>
</table>

* Blanket "approvals" are no longer given by Oil Majors and ships are accepted for the voyage on a case by case basis.

Form completed on www.Q88.com Please email support@q88.com an updated copy if this is not the latest version.
The Parties

1. The Claimant is Western Tankers Inc (the “Owners”), a long-established and reliable company incorporated in the BVI. The Owners own, among other vessels, the ‘Western Dawn’ (the “Vessel”).

2. The Respondent is LDT Pte (the “Charterers”), a company incorporated in Singapore.

The Charterparty

3. Owners agreed to let and the Charterers agreed to hire the Vessel. The Charterers chartered the Vessel on an amended Shelltime 4 charterparty with rider clauses dated 26 May 2014 for a period of three months, plus or minus 30 days (the “Charterparty”). The Charterparty was for a time charter trip to include a voyage from Singapore to OPL Luanda, West Africa, with re-delivery in the Mediterranean area.
4. Owners will rely on the terms of the entire Charterparty, which they do not repeat in full here.

5. Among other terms, the Charterparty required the Charterers to stem sufficient bunkers. Further, pursuant to the terms of the Charterparty, voyage orders were given on 27 May 2014 for the Vessel to load “30,000mt MIN/MAX Jet A1 PLUS 70,000mt +/-10% MOLOO GASOIL” (the “Cargo”).

Performance of the Charterparty

6. The Vessel completed loading of the Cargo on 8 June 2014.

7. Bills of Lading for the Cargo were issued on 8 June 2014. Full payment for the Cargo was received by the Charterers on 8 June 2014.

8. The Vessel was then ordered to proceed to OPL Luanda for discharge of the Cargo.

9. While proceeding towards Luanda, the Charterers and/or persons acting on their behalf directed the Vessel to proceed to an alternative discharge place in international waters off the Angolan coast, without the authorisation of Owners and in breach of the Charterparty.

10. While the Vessel was at that alternative discharge place, a quantity of cargo was discharged from the Vessel, again without the authorisation of the Owners and in breach of the Charterparty.

   a. The Cargo was loaded on the Vessel on 8 June 2014.
      (i) Bill of Lading LDTP-WD01-001: 30,000.559 metric tons.
      (ii) Bill of Lading LDTP-WD01-002: 72,199.127 metric tons.

   b. When the Vessel established contact with Owners and Charterers after proceeding to the alternative discharge place, the Cargo remaining on board the Vessel was on or around 17 July 2014 30,000mt of Jet A1 fuel and about 44,000mt gasoil.
c. By reason of the above about 28,190mt of gasoil had been discharged from the Vessel and in breach of the Charterparty.

11. During that discharge, the Vessel suffered material damage.

a. Damage was done to, among other things, the Vessel’s navigation equipment, main-deck hose crane and starboard-side accommodation ladder and bridge equipment (including electronic navigation systems, radar and ECDIS).

b. The only communication equipment working on-board following release of the Vessel were the GMDSS installation and VHF radio, both located in the Vessel’s citadel.

12. As a result of the above, the Vessel was unable to meet her discharge target date at Luanda.

13. As a further result of the above, the Vessel was unable to discharge the full Cargo to Angola Energy Imports in accordance with the voyage instructions and Bills of Lading.

14. The Vessel then returned to Cape Town for assistance and further orders. Charterers failed to give the Vessel voyage orders at any point following the cargo transfer at the alternative discharge place.

Breach of Charterparty (regarding hire)

15. Charterers have not paid hire due and owing to Owners under the terms of the Charterparty.

a. Hire was due and owing under the Charterparty monthly in advance.

b. Charterers did not pay hire on 3 July 2014 (close of business, GMT), as required by the terms of the Charterparty.

16. Charterers have refused to pay the same or any part thereof.
Tort of fraud

17. Charterers and/or persons acting on their behalf made representations to Owners which, on their proper construction, were untrue.

   a. On 3 June 2014, Charterers represented that a sufficient supply of bunkers would be “available passing Durban or Cape Town”.

   b. Twice on 28 June 2014, Charterers, or ASA2 on behalf of Charterers, represented that a sufficient supply of bunkers would be available “on arrival STS Area 1”.

   c. On 28 June 2014, ASA2, on behalf of Charterers, instructed the Vessel that she was under the “control” of ASA2 as Charterers’ “agency” and “local instruction”, that she would “discharge 72,000mts gasoil / balance of cargo TBN” at a nominated STS location, and that she would receive “300MT IFO bunkers”.

18. The representations to Owners were made dishonestly.

   a. Charterers did not provide, and had no intention of providing, bunkers passing Durban or Cape Town, despite a protest from the Vessel on 25 June 2014.

   b. Charterers did not provide, and had no intention of providing, bunkers at Luanda, at the alternative discharge place in international waters off the Angolan coast or during any STS.

   c. Charterers, or ASA2 on behalf of Charterers, did not discharge, and had no intention of discharging, the Cargo at the nominated STS location.

   d. On 4 July 2014, Charterers sent Owners an off-hire notice confirming it would not pay the second off-hire, despite the Vessel being directed to proceed to the alternative discharge place in international waters off the Angolan coast on the instructions of Charterers and/or persons acting on their behalf.
19. The representations to Owners were made with the intention that the Owners would rely on them.

   a. On 28 June 2014, ASA2 on behalf of Charterers gave directions to the Vessel with the intention that the Master, as Owners’ representative, would follow them.

   b. ASA2’s instructions, on behalf of Charterers, referred to the outstanding issue, repeatedly raised by the Master with Charterers, pertaining to the Vessel’s intended supply of bunkers in an effort to ensure the Master would comply with those directions.

20. The Owners relied on the representations.

   a. The Vessel followed the instructions of ASA2.

   b. Prior to the Vessel’s arrival at the alternative discharge place in international waters off the Angolan coast, the Master repeatedly confirmed, on 28 and 29 June and 1, 2 and 3 July 2014, that the Vessel would be “taking bunkers on arrival”.

21. The Owners suffered damage as a consequence of relying on the representations.

   a. See paragraph 23 below.

**Loss and damage**

22. Owners claim hire as due and owing under the Charterparty, or alternatively as damages for Charterers’ failure to pay the same, as particularised in the phase of this arbitration relating to quantification of damages.

23. Owners claim loss and damages resulting from the Charterers fraud, as particularised in the phase of this arbitration relating to quantification of damages.
24. Further, and in accordance with section 49 of the Arbitration Act 1996, Owners claim compound, or alternatively simple, interest of any sum found owing to them at such a rate (and at such compounding periods) as the Tribunal sees fit.

AND Owners claim

(a) Damages as particularised in the phase of this arbitration relating to quantification of damages.
(b) Interest.
(c) Costs.
(d) Further or other relief as the Tribunal considers fit.

Served this 1st day of November 2014 by Top Solicitors LLP, of 1 Verity Lane, London, Solicitors for the Claimant.
IN THE MATTER OF AN ARBITRATION

BETWEEN:

WESTERN TANKERS INC

Claimant/Owners/Counter-Defendant

- and -

LDT PTE

Defendant/Charterers/Counter-Claimant

STATEMENT OF DEFENCE

1. References in this Defence to paragraphs marked with “§” are references to paragraphs in Owners’ Statement of Claim. References in this Defence to paragraphs not so marked are references to paragraphs herein.

2. References to defined terms in the Statement of Claim are adopted in this Statement of Defence.

Jurisdiction and Admissibility

3. The Tribunal has no jurisdiction to determine this matter.

    a. On a true construction of the Charterparty, an in accordance with the intention of the Parties as set out in the recap and contemporaneous correspondence (in particular that of 23 June 2014) the proper seat and forum in which this dispute is to be determined is Singapore and Singapore arbitration.
4. In any event, even if English law applies and London is the seat of the arbitration, the claim relating to fraud is not admissible in this arbitration.
   
a. The phrase “disputes arising out of this charter” does not extend to, and was not intended to extend to, the tort of fraud.

**Traversal of Owners’ Statement of Claim**

5. Paragraphs §§1-4 are admitted.

6. Paragraph §5 is denied that the Charterparty required the Charterers to stem at Singapore sufficient bunkers for the voyage Singapore to OPL Luanda.

7. Paragraphs §§6-8 are admitted.

8. Paragraph §9 is denied. Charterers at no time issued instructions to the Owners or the Vessel for the Vessel to proceed to an alternative discharge place in international waters off the Angolan coast, or anywhere else.

9. Paragraphs §§10-11 are not admitted, and Owners are put to strict proof.

10. In relation to paragraph §12, it is admitted that the Vessel did not meet her discharge target date at Luanda, but it is denied that this was the result of the reasons given in paragraph §9.
   
a. ASA2 is not, and has never been, the agent of Charterers.

11. In relation to paragraph §13, it is admitted that the Vessel did not discharge the full Cargo in accordance with the voyage instructions, but it is denied that this was the result of the reasons given in paragraph §9.
   
a. ASA2 is not, and has never been, the agent of Charterers.
12. Further, to the extent that Owners claim in paragraph §13 that Charterers are responsible and liable for damage to the Vessel, however so caused, this is denied for the reasons set out in paragraphs 10(a), 11(a) and 16(b) herein.

13. In relation to paragraph §14, the first sentence is not admitted, and the second sentence is denied. The voyage orders given by Charterers on 27 May 2014 were in full force and effect, both before and after any alleged discharge in international waters.

14. Paragraphs §§15-16 are denied.

   a. On its terms, there was no hire due and owing by the Charterers under the Charterparty on 3 July 2014, or at any point thereafter.

   b. In any event, the Charterparty was frustrated by no later than 4 July 2014.

   c. Further, if the Charterparty was not frustrated, the Vessel was off hire for breach of orders and/or neglect of duty on the part of the Master from 4 July 2014 until the Vessel was ready to resume service of its voyage from a position not less favourable to Charterers than that at which such loss of time commenced.

15. Paragraphs §§17-18 are denied.

   a. All representations made by Charterers were true at the time they were made. The events which resulted in the subject of those representations not occurring were events not in the control of Charterers, and in any event frustrated the Charterparty by no later than 4 July 2014.

   b. All representations made by Charterers were honest and all beliefs in aid of such representations were honest beliefs.

16. To the extent paragraph §19 alleges that the Charterers made representations that were true, honest and intended to be relied upon, it is admitted. To the extent that paragraph §16 alleges, especially by way of particulars, that ASA2 made representations (of any kind) on behalf of Charterers, it is denied.
a. ASA2’s representations (the existence and content of which is not admitted) were not made on behalf of Charterers.

b. ASA2 is not, and has never been, the agent of Charterers.

17. Paragraphs §§20-21 are not admitted, and Owners are put to strict proof.

18. Paragraphs §§22-24 are noted (and for the avoidance of doubt, whether in the present phase of the arbitration or in the phase of this arbitration relating to quantification of damages, are not admitted, and Owners are or will be put to strict proof).

19. As a result of the foregoing, Charterers are under no liability, in whole or in part, for loss and/or damage allegedly suffered by Owners.

Charterers’ Counterclaim

20. Owners breached the Charterparty by providing a Vessel that was not fit for service, as required by the Charterparty.

a. The Master was incompetent when he followed instructions other than those given to the Vessel by Charterer.

b. The Master also failed to follow anti-piracy precautions, as required by the Charterparty and/or industry practice relating to West Africa.

(i) Master failed to deploy, inter alia, razor wire and other protective measures required BMP4.

(ii) Master did not comply with the special provisions to ST4 pro-forma concerning “piracy”.

21. Further, Owners converted, and/or breached their duty as bailee in respect of, part of the cargo on the Vessel.
a. About 28,500mt of gasoil was removed from the Vessel between 4 and 17 July 2014 (the precise amount of which has not been determined by independent cargo inspectors).

b. Charterers did not receive or take possession of the gasoil removed from the Vessel between 4 and 17 July 2014.

c. The receivers named in the Bill of Lading did not receive or take possession of the gasoil removed from the Vessel between 4 and 17 July 2014.

AND Charterers claim

(a) Declaration of no liability.

(b) Damages as particularised in the phase relating to quantification of damages.

(c) Interest.

(d) Costs.

(e) Further or other relief as the Tribunal considers fit.

Served this 29th day of November 2014 by Aveago Solicitors LLP, of 1 Storytellers Avenue, London, Solicitors for the Defendant.