



Haiphong, May 6th, 2020

**NOTICE OF SALE - INVITATION TO COMPETITIVE OFFER
FOR VESSEL PETROLIMEX 06 - 2nd time**

We, Vietnam Petroleum Transport Joint Stock Company (VIPCO), would like to extend our warmest greetings to your esteemed company and formally invite you to offer competitive prices in accordance with international practices to purchase our vessel PETROLIMEX 06, IMO number 9137583 owned by VIPCO.

Article 1. Asset for sale: Vessel Petrolimex 06

1. Technical Particulars:

- Name of vessel/IMO number: PETROLIMEX 06/ 9137583
- Type of vessel : Petroleum Product Tanker
- Year/place of built : 1996/ Japan
- Flag : Vietnam
- Classification : VR & DNV GL
- DWT/GT / NT : 35.758 MT/ 22.735 / 9.050
- Lightship weight : 7.486 MT
- LOA : 179.00 m
- LxBxD (m) : 170 x 30 x 16.15 (m)
- Summer draft : 10.20 m

2. Other information:

- IS surveys for the vessel are overdue on 27th January 2020.
- The current vessel status: Lay up
The vessel is allowed for a single voyage from the current anchorage (Vungtau, Vietnam) to another safe anchorage or a shipyard agreed between the parties.
- The quantities of remaining bunkers on board as at 12h00 on 5th May. 2020 as follows:
 - FO: Nil DO: 54.35 MT
 - ME Sys. Oil: 8.836 liter ME Cyl.Oil: 2.215 liter
 - Steering Gear oil: 205 liter Hydraulic Deck Mechinery oil: 40 liter
 - L,O for Lifeboat Engine: 200 liter

3. Legal status of the asset: The asset is owned by the Company and is free from all mortgages or liens.

4. Contact information:

- Technical - Supplying Department, Vietnam Petroleum Transport Joint Stock Company.
- 9th floor, Central Tower, No. 43 Quang Trung Street, Hong Bang District., Hai Phong City.
- Telephone number: (+84) 225 3838882; Email: nhatnd@vipco.vn
- PIC: Mr. Nguyen Duc Nhat - Manager of Technical- Supplying Department.

VIETNAM PETROLEUM TRANSPORT JSC



GENERAL DIRECTOR
VU DINH HIEN

SPECIFIC INSTRUCTIONS

Article 2. Price

1. Initial price

A valid initial price is the price ratified by the Board of Directors (BOD) for initiation of sale negotiation which is not less than the amount of:

Usd 2,750,000.00 (In words: Two Million and seven hundred and fifty thousand United States Dollar only);

- The above price is exclusive of values of bunkers, lubricating oils remaining on board and crewmember's personal effects (if any); registration fee and other taxes in accordance with prevailing regulations. The above price is also exclusive of any equipment on board that VIPCO hires from other suppliers (if any).
- Place of delivery: Vietnam or within Southeast Asia.

2. Sale price

Sale price is the price agreed by both parties and approved by the BOD of VIPCO.

Article 3. Period and place to visit the vessel

1. Period: Those concerned with competitive offers to purchase the vessel shall have the right to visit the vessel no later than 02 (two) working days as from Notice of Sale - Invitation to competitive offer for Vessel Petrolimex 06 is published on website/ online newspaper (www.baodauthau.vn)/ sent to international brokers. VIPCO shall issue Letter of Introduction and contact Master of the vessel Petrolimex 06 to arrange for the Buyer to inspect the asset.

Master of the vessel Petrolimex 06 shall permit potential buyers to inspect the asset during the above-mentioned period upon receiving VIPCO's Letter of Introduction. All costs, risks and safety related to visiting the vessel are responsibilities of Buyers

2. Place to visit the vessel: In range of Vung Tau - Ba Ria Vung Tau anchorage, Vietnam. In case potential buyers want to visit the vessel, they shall contact VIPCO at the below email address: kttt@vipco.vn; PIC Mr. Bui Minh Tuan.

Article 4. Time frame, Manner of submitting purchase price (Purchase Offer)

1. Time frame:

- 1.1. The initial Purchase offer: From the date of Notice of Sale - Invitation to competitive offer for Vessel Petrolimex 06 being published to 15h00 (Vietnam time) on Monday, May 11th 2020.
- 1.2. The price in Buyer's latest Proposal Letter received by VIPCO within the stipulated time frame shall be determined as Buyer's official offer for that frame;
- 1.3. Follow-on Purchase offers: Applicable to the Buyer who have sent an initial purchase offer within the given time frame in Item 1.1 and 1.2 of this article on condition that that initial purchase offer is not lower than the initial price as stipulated in Article 2. Follow-on Purchase offers shall be submitted within a specific time frame set out in Seller's response letter to Buyer's previous Proposal Letter and not exceeding 24 hours under any circumstances.
- 1.4. Regulations on opening/responding to Proposal Letter: VIPCO's authorized person shall open the initial Proposal Letter from 16h00 on the closing date for initial Purchase offer and respond to valid offers before 19h00 on the same day (Vietnam



time). Regulations on opening and responding to follow-on offers shall be specified in VIPCO's response letters.

- 1.5. All parties involved shall activate a read receipt for their partner's emails and mark the emails as read after opening them.
2. Manners and conditions of Purchase offer:
 - 2.1. Proposal Letter shall be sent to 3 (three) email addresses: nhatnd@vipco.vn (primary email address), ducnhatvmr@gmail.com (backup email address) và longpt@vipco.vn (subsidiary email address) at the same time.
 - 2.2. Emails for Vessel purchase shall be sent with a subject line as "PURCHASE OFFER FOR THE VESSEL PETROLIMEX 06" and shall be constantly followed by the previous ones to avoid opening them before the stipulated time frame and facilitate tracking of emails.
 - 2.3. Proposal Letter is allowed to be sent multiple times according to Item 1 this Article.
 - 2.4. Proposal Letter shall indicate that the purchase price is exclusive of VAT (10%); costs, fees which are stipulated by current regulations of the Government of Vietnam, values of unused bunkers and lubricating oils in storage tanks, unopened drums and cans which remain on board at the time of delivery.
 - 2.5. Valid purchase price shall be the price not lower than the initial price stipulated in Article 2.
 - 2.6. Valid Purchase price in follow-on offers shall be the price higher at least one price step than those stated in the previous offer. In an exceptional case, VIPCO has a full right to allow a specific Buyer to continue Purchase offer(s) which is not lower than their previous one but not exceeding the limit of two offers under any circumstances.
 - 2.7. Proposal Letter shall guarantee that if Purchase offer is successful, values of bunkers and lub oils remaining on board, taxes/costs/fees/ on quantities of bunkers, lub oils on board shall be paid by the Buyer in accordance with Vietnam's Tax Administration Law.

Recommendation: Proposal Letter should be submitted at least 15 minutes prior to the above-mentioned time frame for the avoidance of network congestion.

Article 5: Deposit

Deposit as security for Vessel purchase: 10% (Ten percent) of pre-tax value of negotiated Sale/Purchase price.

Article 6. Manner, Form of Competitive Purchase price (Purchase Offer)

1. Method of Purchase Offer: The Buyer submits a competitive price multiple times by increasing a price step until VIPCO determines the Buyer with the best price for entering into MOA.
2. Price Step: Minimum usd 20,000.00 (In words: Twenty thousand United States Dollar only).
3. Form of Purchase Offer: The Buyer submits Proposal Letter to the Seller in condition and method as prescribed Article 2 and Article 4.

Article 7. Confirmation, Notification and Price Negotiation

1. All valid Proposal letters shall be responded by VIPCO before 19h00 on the closing date for the initial Purchase offer (Vietnam time). Time and date for receiving, opening

and responding to follow-on Purchase offers shall be informed to the Buyer in emails exchanged between two parties.

Designated contact person: Mr. Nguyen Duc Nhat – Manager of Technical - Supplying Department

Authorized person (when necessary): Mr Pham The Long – the Company Secretary.

2. For Proposal Letter in which the purchase price is not high enough to satisfy the Seller during a day, the Seller might specify the same expected price and/or request the Buyer to increase the price within a specific period not exceeding 24 hours.
3. Within the stipulated time frame in Item 2, this Article, the Buyer must confirm whether they keep their current Purchase offer or continue to offer a new higher price, otherwise the Purchase offer shall be considered as being abruptly cancelled and VIPCO shall not return the deposit set forth in Article 5.
4. The limit for the negotiation shall be 10 calendar days from the expiry of initial offer stipulated in item 1.4 of Article 4. Within this limit, if no changes or rise in the offers from buyers the Seller will submit to the BOD for approval of sale price.

Article 8. Choosing the winner of competitive offers

1. The Committee of Vessel Sale of Petrolimex 06 has the right to consider and choose the winner of competitive offers based on regulations in this Invitation Letter;
2. The result must be approved by Board of Director in a written document;
3. The winner of competitive offers is the Buyer who offers the highest price after deducting commission (if any) and converting to the same condition of place of delivery (conversion price) without violating any conditions of Purchase Price set out in this Invitation letter;
4. If there are more than one Buyer offering the same highest conversion price that fulfill Seller's expectation; the Seller, at their option, shall choose the most suitable and winner;
5. If there are more than one Buyer offering the same highest conversion price and refusing to offer a higher (increasing) price, the Seller, at their option, shall choose the most suitable winner.

Article 9. Period and manner of notifying the result of competitive offer

1. **Notice period:** No later than 2 (two) working days from the time the Seller's BOD shall have approved in written the result of competitive offer as stipulated in item 2, Article 8.
2. **Method of notice:** Only the winner who is chosen to purchase the vessel will receive notification of the result at email address or fax number (if any) provided to the Seller.
3. **Confirmation:** During 24 (twenty four) hours upon receiving notification of the result, the winner shall confirm with the Seller about their acceptance of the result, then expedite MOA negotiation and implementation.
4. **Modification of the result:** If the winner rejects the result or fail to confirm it within 24 hours upon receiving notification, the result shall be cancelled and the Seller has option to choose a suitable Buyer with the second-highest offer.
Notice period under Item 1, this Article shall be automatically reiterated as from the winner rejects the result or the deadline for confirmation expires.
5. **Public notification:** The Seller might announce that an appropriate buyer is selected on the website after the result is available or MOA is signed with the Buyer.

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Article 10. Unqualified cases which shall be eliminated from competitive offers as follows

1. Individuals, corporates not having full capacity for civil acts;
2. Those who violates aforementioned conditions in Article 2, Article 4, Article 5, Article 7, Article 9, Article 11.

Article 11. Time, manner of lodging the deposit and payment

1. Telegraphic Transfer Payment shall be remitted to VIPCO's nominated bank account as follows;
Account No (United States Dollar): Based on negotiation with foreign buyers.
Bank:
2. The winner/buyer shall remit the deposit stipulated in item 2, Article 5 VIPCO's nominated bank account within 24 hours after the signing of the MOA (Sale contract) to guarantee his/her purchase.
2. Before signing Protocol of Delivery and Acceptance, the winner/ the Buyer in MOA shall pay remaining Purchase Price, including applicable VAT and other costs, fees, and values on bunker, lub oils remaining on board at the time of delivery;
3. In case using an escrow account and intermediate control for the deposit, purchase price and other payments, the Buyer shall negotiate with the Seller.

Article 12. Deposit handling

The deposit stipulated in Article 5 shall be handled in accordance with specific terms in MOA.

Article 13. Place and condition on delivery

1. Delivery Range: Vung Tau, Ba Ria- Vung Tau anchorage or a safe anchorage within Southeast Asia.
2. Conditions on delivery: Full purchase price is successfully transferred to Seller's bank account, including costs, fees and values on bunker remaining on board at the time of delivery. Any other condition and request resulting in purchase price reduction is not accepted.
3. Vessel condition on delivery: the vessel shall be delivered on "As is, where as" basis, excluding crewmembers and Seller's management tools;
4. Conditions on administrative procedures: It shall be in accordance with normal practices, Vietnamese and international laws.

Article 14. Memorandum of Agreement (MOA)

SALEFORM 2012 is applied, supplements to MOA shall be mutually agreed without affecting basic conditions of vessel sale and shall be signed soonest possible but not later than 05 (five) working days as from the Buyer confirms their acceptance of the result.

Article 15. Commission

In accordance with general practices

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Article 16. Bunkers and Lub oils remaining on board

1. Values of bunkers and other types of lub oils remaining on board; taxes/costs/fees on quantities of bunkers, lub oils remaining on board which are in accordance with Vietnam Taxation Body shall be for Buyer's account.
2. The quantities of bunkers and lub oils remaining on board shall be determined by an independent surveyor who is mutually appointed by both Seller and Buyer and shall be a binding figure. The cost of survey is shared between two parties on a 50:50 basis.
3. Bunker price is based on Seller's last purchase invoice.
4. Lub oil price is based on Seller's last purchase invoice.

We look forward to receiving your best offer.

VIETNAM PETROLEUM TRANSPORT JOINT STOCK COMPANY



**GENERAL DIRECTOR
VU DINH HIEN**

