

Shipped in apparent good order and condition by

Tanker Bill of Lading

Shipper

B/L NO.: HPIB1611A

COMPANY LTD - CO
2A-4A TON DUC THANG STREET, DISTRICT 1,
HO CHI MINH CITY, VIETNAM

Consignee/Order of

PHILIPPINE PHOSPHATE FERTILIZER CORPORATION, LEYTE INDUSTRIAL
DEVELOPMENT ESTATE (LIDE), BARANGAY LIBERTAD, ISABEL, LEYTE,
PHILIPPINES

FIRST ORIGINAL

Notify Address

PHILIPPINE PHOSPHATE FERTILIZER CORPORATION, LEYTE INDUSTRIAL
DEVELOPMENT ESTATE (LIDE), BARANGAY LIBERTAD, ISABEL, LEYTE,
PHILIPPINES

On board the tanker

Flag

Master

M/T P CHANCE V.1611

KOREA

JEONG, JEONGHWAN

Loaded at the port of

To be delivered to the port of

HAIPHONG PORT, VIETNAM

ISABEL PORT, PHILIPPINES

A quantity in bulk said by the Shipper to be:

QUANTITY : 2,031.387 MTS
PHOSPHORIC ACID (P2O5 48.0 PCT MINIMUM)

ORDER SALES CONTRACT NO. VHN/1604-131 DATED APRIL 28, 2016

COMMODITY CODE(S): 2809.2099 CFR ISABEL PORT, PHILIPPINES

"DESTINED FOR: PHILIPPINE PHOSPHATE FERTILIZER CORPORATION,
LEYTE INDUSTRIAL DEVELOPMENT ESTATE, SPECIAL ECONOMIC ZONE" and
"IMPORT DUTY AND TAX FREE PURSUANT TO P.D. 66/R.A. 7916"

FREIGHT PAYABLE AS PER CHARTER PARTY
CLEAN ON BOARD

This shipment of 2,031.387 Metric tons was loaded on board the Vessel at HAIPHONG PORT, VIETNAM as part of 7,431.665 MT loaded at HAIPHONG PORT, VIETNAM giving a total of 7,431.665 with no segregation as to parcels. For the whole shipment 2 sets

Metric tons stowed in tanks 1P/S,2P/S,4P/S,5P/S,6P/S,7P/S,8P/S of Bill of Lading have been issued for which the Vessel is relieved from all responsibilities to the extent it would be if one set only would have been issued. The vessel undertakes to deliver only that portion of the cargo actually loaded, which is represented by the percentage that the total amount specified in the Bill(s) of Lading bears to the total of the comingling shipment delivered at destination, neither the vessel nor the owners assume any responsibility for the consequences of such comingling, including the cargo quality resulting from the aforementioned blend, nor the separation thereof at time of delivery.

The quantity, measurement, weight, gauge, quality, nature and value and actual condition of the cargo unknown to the Vessel and the Master, to be delivered to the port of discharge or so near thereto as the Vessel can safely get, always afloat upon prior payment of freight as agreed. Cargo is warranted free of danger to Vessel except for the usual risks inherent in the carriage of the commodity as described.

This shipment is carried under and pursuant to the terms of the Charter dated AS PER CHARTER PARTY Between AS PER CHARTER PARTY As Owner and AS PER CHARTER PARTY As Charterers, and all conditions. Liberties

And exceptions whatsoever of the said Charter apply to and govern the rights of the parties concerned in this shipment. The Clause Paramount, New Jason Clause and Both to Blame Collision Clause as set out on the reverse of this Bill of Lading are hereby incorporated herein and shall remain in effect even if unenforceable in the United States of America. General Average payment according to the York-Antwerp Rules 1974, as amended 1994.

The Master is authorized to act for all interests in arranging for salvage assistance on terms of Lloyd's Open Form. The freight is payable discountless and is earned concurrent with loading, ship and/or cargo lost or not lost or abandoned.

The Owners shall have an absolute lien on the cargo for all freight. Deadfreight, demurrage, damages for detention and all other monies due under the above mentioned Charter or under this Bill of Lading, together with the costs and expenses, including attorneys fees, of recovering same, and shall be entitled to sell or otherwise dispose of the property lien and apply the proceeds towards satisfaction of such liability.

The contract of carriage evidenced by this Bill of Lading is between the shipper, consignee and/or owner of the cargo and the owner or demise charterers of the Vessel named herein to carry the cargo described above.

It is understood and agreed that, other than said shipowner or demise charterer, no person, firm or corporation or other legal entity whatsoever, is or shall be deemed to be liable with respect to the shipment as carrier, bailee or otherwise in contract or in tort. If, however, it shall be adjudged that any other than said shipowner or demise charterer is carrier or bailee of said shipment or under any responsibility with respect thereto, all limitations of or exonerations from liability and all defences provided by law or by the terms of the contract of carriage shall be available to such other.

All of the provisions written, printed or stamped on either side hereof are part of this Bill of Lading Contract.

In Witness Whereof, the master has signed THREE (3) ORIGINAL

Bills of Lading of this tenor and date, one of which being accomplished, the others will be void.

Dated at HAIPHONG PORT, VIETNAM this 18TH day of MAY 2016

OCEAN STAR CO., LTD
As Agent Only. *[Signature]*

AS AGENT FOR AND ON BEHALF OF MASTER OF
M/T P CHANCE V.1611

BILL OF LADING,

TO BE USED WITH CHARTER-PARTIES

Conditions of Carriage

(1) General Paramount Clause

- (a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 22nd August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
- (b) Trades where Hauge-Visby Rules apply.
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968- the Hague-Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for the loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.
- (d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1939 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague or Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defenses and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party. Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers, Consignees and the Holder of this Bill of Lading expressly renounce the Belgian Commercial Code, Part II, Art. 148.

New Jason Clause

In the event of accident, danger, or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, Shippers, Consignees, the Owners of the cargo or the Holder of this Bill of Lading shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel, is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, Shippers, Consignees or Owners of the goods or Holder of this Bill of Lading to the Carrier before delivery.

(4) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder and the Holder of this Bill of Lading will indemnify the Carrier against all loss of liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the vessel or her owners as part of their claim against the carrying Vessel or the Carrier.
The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

(5) Notice of Loss or Damage to the Goods

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent within 3 (three) days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill or landing (Hague-Visby Rules Article III Rule 6)

(6) Time Bar

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) Cargo loss

The Carrier shall not be liable for any short outturn cargo quantity below 0.5% as determined by the discrepancy between the quantity of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) Limitation of Liability

The Carrier shall have the benefit of all applicable imitations of an exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charterparty

(9) Himalaya Cargo Clause

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability to the shipper, Consignee or owner of the cargo or to any Holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of the Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agent from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.
The Carrier shall be entitled to be paid by the Shipper, Consignee, owner of the cargo and/or Holder of the Bill of Lading (who shall be jointly and severally liable to the carrier therefore) on demand any sum recovered or recoverable by either such Shipper, Consignee, owner of the cargo and/or Holder of the Bill of Lading or any other from such servant or agent of the Carrier for any such loss, damage, delay or otherwise.

From: [redacted]
Sent: [redacted] AM
To: [redacted]
Cc: [redacted]
Subject: [redacted] Acid for Philphos

Dear Ms:

Please kindly find details of fixing vessel P CHANCE as follows.

Vessel particular:

Name: MT "P Chance" oos (Q88 as attached)
Type: Chemical IMO 2 & 3
Built: 2000
Flag: Korea
Class: KR
LOA: 113.98m
Beam: 18.225m
S. Dwt: 8727mt
S Draft: 7.484m
Capacity: 8566.733 cbm (98%, excluding slop tanks)
Coating: SUS 316

Last 3 cargoes

1ST: SULPHURIC ACID AND/OR AROMATIC HYDROCARBON AND/OR ETHANOL AND/OR C9 (CALCIUM ALKYL(C5 - C10) PHENATE)

2ND: ETHANOL AND/OR C9(CALCIUM ALKYL(C5 - C10) PHENATE) AND/OR AROMATIC HYDROCARBON AND/OR SULPHURIC ACID AND/OR MIXED XYLENE AND/OR TOLUENE

3RD: SULPHURIC ACID AND/OR TOLUENE AND/OR C9(CALSIUM ALKYL(C5-C10) PHENATE) AND/OR BENZENE

Tentative Itinerary:

Bangkok 10 – 12 May
Haiphong 17 – 18 May
Isabel 23 – 24 May

For hàng hóa / k.l.s. k.l.g.

Cargo / QTY: One grade of Phosphoric Acid in Bulk, 7800mt with 5% molco

Load: xếp hàng 1sp / 1sb Haiphong, Vietnam SB = Safe Berth.

Discharge: dỡ hàng 1sp / 1sb Isabel, Philippine SP = Safe port

Laycan: 17 – 20 May 2016 thời gian đi trên tàu vào xếp hàng

Daytime: 200mtph / 200mtph Mức hàng xếp hàng
(mtph = metric tonnage per hour)

Demurrage: USD 10,000pdpr
Mức phạt per day pro rata

- Others:

Pratique: license or permission to use a port.

Charter Party as per Asbatankvoy Form

1. Owners to appoint charterer's agent at load port / Owners to appoint charterer's agent at discharge port subject to competitive

Agent at loading port (Haiphong):

Ocean Star Shipping Agency Co., Ltd

211 Tran Binh Trong Street, Ward 3, District 5

Ho Chi Minh City, Vietnam

Tel: +84-839225773 Fax: +84-8-39225772

MP: +84-922299979 / +84-922654798

Email: Oceanstar@oceanstarvn.com.vn

Henry.quoc@oceanstarvn.com.vn

Agent at discharge port (Isabel, Philippine)

RVG Ship Management , Inc.

5TH Floor Pacific Star Building

Makati Ave. Cor. Gil Puyat Ave.

Makati City, Philippines

Tel. No. : 0063 (02) 8116077

Fax No. : 0063 (02) 8116098

Email : rvg_ship@hotmail.com

Person in Contacts:

Reynaldo V. Gorres, Sr. - AOH Mobile no. +63 0920 9082025

 Dexter C. Manubay - AOH Mobile no. +63 0917 824 3039

2. General average, if any, to be settled in London


York-Antwerp rules 1994 to be applied.

3. English Law to be applied to this Charter Party.

4. Full cleaning clause.

5. Owner's option rotation/completion clause. but always geographic rotation.

6. Owner's option subletting/assignment clause.

 But If Owner want to substitute Vessel, Should be confirmed by chtr/supplier/receiver

7. Cargo to be stowed in suitable tanks.

8. If required, Bills of Lading to be marked 'Clean on Board'

and same to be signed by Owners accordingly. 'Clean' in

this context refers to the condition of the documentation

that is a clean Bills of Lading without clause or blemishes

or exceptions upon it. 'Clean' in this context does not

refer to quality/quantity or condition of the commodity.

9. Wharfage/dockage, if any for Owner's account.

10. Charterer to ensure that all Load/discharge ports/berths are ISPS compliant
11. If Original B/L Not Available at Disch port, Owner disch/release cargo to receiver
Against chtr's single L.O.I with Owner's PNI Wording
12. Performing vsl has not to be black-listed by port authorities at load/disch ports.
13. ISM/Conoco weather clause to apply.
14. Itopf clause to apply
15. Last three cargoes always clean/unleaded and suitable for chtr's loading cargoes.
16. If Chtr Want to Mark "Freight Prepaid" on B/L, Owner to Release B/L Marked "Freight Prepaid" against Owner Confirm Receipt Freight first
17. Laytime Prorata Clause to Apply
Any Waiting Time at Load/Disch Port for Other chtr's Cargoes are Being Loaded/Discharged shall Apply Prorated Laytime basis total Cargoes which to be Loaded/Discharged.
18. To be apply 6 hrs NOR tender time always
19. If any freight Tax at Loading / discharge port, to be for Owner's account and to be paid by Owner through Ocean Star, details as follows :
The Ocean Star Transportation Forwarding Service Company Limited
77 Ba Thang Hai Street, Ward 11, District 10
Ho Chi Minh City, Vietnam
VAT code: 0309386684
20. Charterers always to have the benefit of 6 hours notice time even if the vessel is already on demurrage.
21. Claim if any, owner to provide the supporting documents within 60 days
22. The cargo tanks are assigned to load subject cargo to be clean, no odor and subject to charterer's inspector's satisfaction
23. The Performing vessel(s) shall provide 1 number ANSI reducers of size 10"x 6" at discharge port
24. Where applicable owner / master to provide updated 7/5/3/2/1 days ETA notice bends

25. Owners / Master to present vsl in all respect to handle charterer's cargo during voyage

26. Vessel is required to open up the circulation pump continuously during voyage

27. Owners to guarantee all vessel's certificates will not expire during voyage

28. Privacy:

All terms, conditions, exceptions and exemptions of this Charter Party and ensuring voyage are to be kept private and confidential by all parties

29. Owners confirm to comply below additional compliance :

1) laytime to end up on Hose Off

2) Manifold Flange for connection:

12 bolted, Size 10 inches diameter x 150LBS

-- > Receiver accepted vessel hose spec, subject to owners to supply reducer size 6 x 10 inches

** VESSEL'S HOSE SPECS

SPECS & SIZE OF END FLANGE : B 16.5 150LBS SORF 6 A SA182 F316/316L
ANSI 6 INCH

NUMBER OF BOLT HOLES : 8 BOLT

(Owners confirm to supply reducer size 6 x 10 inches)

3) Vessel Tanker must be equipped:

- Same Flange Spec with suitable flexible hose

- Suitable reducers just in case loading manifold is not compatible

- cargo pump must have a minimum discharge pressure of 7.5 KSC, Subject to permit of the shore facilities

Best regards,

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