

CHARTER CONTRACT

THIS CHARTER-PARTY, is entered between ASOCIACION E. D. INTERNACIONAL EMPRESA CARITATIVA, S. A., domiciled at Justo Arosemena Avenue and 31st. Street, No. 3-80, duly represented by its President pursuant to the provisions of the Articles of Incorporation, under one part, hereinafter the OWNER, and from the other part, the People's Temple Christian Church, a Guyana corporation, represented by Enola M. Nelcor hereinafter the CHARTERER, on this 31st. day of May, 1978.

Purpose of this Charter: The only purpose of this contract is to charter the Vessel "ALBATROS L.T.D.", registered in The Bahamas, and the Owner hereby agrees to let and Charterer agrees to hire said vessel from the time of delivery for a period of about 24 months, on the following terms and conditions:

1. The vessel shall be delivered to the Charterer at the port of Georgetown and being on her delivery tight, staunch, strong, and well and sufficiently tackled, appareled, furnished, and equipped, and in every respect seaworthy and in good running order, condition, and repair so far as the exercise of due diligence can make her. The delivery to the Charterer of said vessel and the acceptance of said vessel by the Charterer shall constitute a full performance by the Owner of all of the Owner's obligations hereunder, and thereafter the Charterer shall not be entitled to make or assert any claim against the Owner on account of any representations or warranties expressed or implied, with respect to said vessel, but the Owner shall be responsible for repairs or renewals occasioned by latent defects in the vessel, her machinery or appurtenances, existing at the time of delivery under the Charter, which defects are not discovered on the survey.

2. The vessel shall be employed in carrying lawful merchandise in such lawful trades, between safe port and/or ports of the Caribbean.

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In the event of serious outbreak of pestilence, war, Acts of God, force majeure, or other causes beyond the Charterer's control, making the use of the vessel in such trade commercially impracticable, the vessel may be placed or may be sublet for employment in any other safe trades, upon first securing the approval of the Owner.

3. The vessel shall be surveyed before delivery and on redelivery to determine the condition of the vessel, under the terms of the Charter, and the cost of such survey on delivery shall be paid for by the Charterer and the cost of such survey on redelivery shall be paid for by the Owner.

4. The Charterer shall, at its own expense, man, operate, victual, fuel, and supply the vessel, the Master and Chief Engineer, however, to be subject to the approval of the Owner, and the Owner shall have the right to require the removal of the Master or Chief Engineer if it shall have reason to be dissatisfied.

5. The Charterer shall pay all port charges, pilotages, and all other costs and expenses incident to the use and operation of the vessel.

6. The Charterer shall, at its own expense, keep the said vessel in good running order and condition and in substantially the same condition as when received from Owner and have her regularly overhauled and repaired when necessary. Vessel shall be dry-docked, cleaned, and painted by the Charterer as may be necessary.

7. The Charterer shall pay to the Owner for the use of said vessel at the rate of \$16,000 ^{or more} per 24 mos. commencing on and from the day and hour of her delivery to the Charterer, hire to continue until the day and hour when the vessel is redelivered to the Owner. If the vessel is lost, hire shall be paid up to and including the day of her loss (if the time

of her loss be uncertain, then up to and including the day she is last heard from). Payment of hire shall be made to the Owner at Georgetown in cash on delivery for the remainder of that calendar month, and thereafter monthly in advance on the first day of each month, and in default of such payment the Owner may forthwith withdraw the vessel from the service of the Charterer without prejudice to any claim which the Owner may have against the Charterer pursuant to this Charter.

Should any dispute arise between the Owner and the Charterer with respect to responsibility for repairs, renewals, or replacements, or as to the condition of the vessel at the time of redelivery, either the Charterer or the Owner may without prejudice to its contentions, make and pay for such repairs, renewals, or replacements, or any part thereof before or after tender of redelivery, and may recover the cost thereof from the party for whose account it may be under the terms of the Charter. In the event Charterer's liability for such repairs, renewals, or replacements is established, the Charterer shall pay hire for all time lost thereby.

8. Should the vessel be on her voyage toward port of redelivery at time when payment of hire becomes due, said payment shall be made for such length of time as the Owner and the Charterer may agree upon as the estimated time necessary to complete the voyage, and when the vessel is redelivered to the Owner any difference shall be refunded by the Owner or paid by the Charterer, as the case may require.

9. The Charterer shall have the use of all outfit, equipment, and appliances now on board the vessel without extra cost, provided the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, ordinary wear and tear excepted.

10. A complete inventory of the vessel's entire equip-

ment, outfit, appliances, and of all consumable stores shall be taken and mutually agreed upon at the time of delivery, and a similar inventory shall be taken and mutually agreed upon at the time of redelivery.

11. Neither the Charterer nor the Master of the vessel shall have any right, power, or authority to create, incur, or permit to be imposed upon the vessel any liens whatsoever except for crew's wages and salvage. The Charterer agrees to carry a properly certified copy of this Charter Party with the ship's papers, and on demand to exhibit the same to any person having business with the vessel which might give rise to any lien thereon, other than liens for crew's wages and salvage. The Charterer agrees to notify any person furnishing repair, supplies, towage, or other necessities to the vessel that neither the Charterer nor the Master has any right to create, incur, or permit to be imposed upon the vessel any liens whatsoever except for crew's wages and salvage. Such notice, as far as may be practicable, shall be in writing.

12. The Charterer shall cause all bills of lading issued for cargo carried on the vessel to contain all the exemptions and stipulations usual to the particular trade or service in which the vessel may be engaged and such bills of lading shall provide that the carriage of goods shall be subject to all the provisions of and exemptions contained in the Act of Congress of February 13, 1893, known as the Harter Act and also subject to the provisions of the Carriage of Goods by Sea Act approved April 16th., 1936 and it shall reserve a lien upon the cargoes for freight, advance charges on goods, extra compensation, demurrage, forwarding charges, general average claims, any demands made and liability incurred by the carrier in respect of the goods (not required under the bills of lading to be borne by the carrier).

13. The bills of lading used by the Charterer shall con

tain the amended "Jason" clause substantially as follows: "If the Owner shall have exercised due diligence to make the vessel in all respects seaworthy and to have her properly manned, equipped, and supplied, it is hereby agreed that in the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the shipowner is not responsible, by statute or contract or otherwise, the shippers, consignees or owners of the cargo shall contribute with the shipowner 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."

14. All Bills of Lading shall include the following Both-To-Blame Collision Clause:—"If the shipowner shall have exercised due diligence to make the vessel seaworthy and properly manned, equipped and supplied, it is hereby agreed that in the event of the vessel coming into collision with another vessel as a result of the negligent navigation of both vessels, the owners of the cargo carried under this Bill of Lading will indemnify the shipowner against all liability to the other vessel or her owners in so far as such liability represents loss, damage or claim of said cargo paid or payable by the other vessel or her owners to the said cargo owners and set off, recouped or recovered by the other vessel or her owners as part of their claim against the carrying vessel or shipowner."

15. Said bills of lading shall provide that general average, if any, shall be according to York-Antwerp Rules of 1950, excluding Rule XXII thereof, and as to matters not therein contained, according to the law and usages of the Port of Georgetown. General average shall be adjusted at Georgetown, in case general-average statement be required, the same to be

adjusted by an Adjuster to be appointed by the Charterer, subject to the approval of the Owner, and said Adjuster to attend to the settlement and collection of the average, subject to the customary charges.

16. The Owner shall have a lien upon all cargoes and all subfreights for any amounts due under this Charter, and the Charterer shall have a lien on the vessel for all moneys paid in advance to the Owner and not earned.

17. The Owner shall, at its own expense, fully insure the vessel for Owner's account against all risks against which ships of the size of the vessel are usually insured.

18. The Charterer shall, at its own expense, obtain protection and indemnity insurance satisfactory to the Owner, and this insurance shall be extended to protect any liability the Owner may incur. The Charterer shall furnish to the Owner proper evidence of such entry immediately upon signing this Charter.

In the event that any act or negligence of the Charterer shall vitiate any of the insurance hereinbefore provided, the Charterer shall pay to the Owner all losses and indemnify the Owner against all claims and demands which would otherwise have been covered by such insurance.

The Charterer shall, subject to the approval of the Owner or Owner's underwriters, effect all insured repairs, and the Charterer shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses, and liabilities.

19. The vessel shall at the expiration of the Charter period be redelivered to the Owner (unless lost) at Georgetown in the same or as good order and condition as that in which she was when delivered, ordinary wear and tear excepted.

20. In the event of loss of time caused by damages to or

by vessel covered by insurance, or in making repairs or replacements for which the Owner is liable; preventing the working of the vessel for more than forty-eight consecutive hours, hire shall cease for the time thereby lost. The Owner shall not be responsible, however, for any expenses as are incident to the use and operation of the vessel for such time as may be required to make such repairs.

21. The Charterer shall indemnify and hold harmless the Owner against any liens of whatsoever nature upon said vessel, and against any claims against the Owner arising out of the operation of said vessel by the Charterer, or out of any act or neglect of the Charterer in relation to said vessel, except in so far as such liens or claims arise out of any matter covered by the insurance provided herein. If a libel should be filed against said vessel, or if said vessel is otherwise levied against or taken into custody by virtue of legal proceedings in any court because of any such lien or claim, the Charterer shall within fifteen (15) days thereof cause the said vessel to be released and the lien to be discharged. This clause shall not in any way authorize the creation of any liens against the vessel or in any way affect or impair the provisions of Clause 11 of this Charter.

22. If at any time after the delivery of the said vessel to the Charterer hereunder, the Charterer shall fail to perform any of its duties or obligations, or shall violate any of the prohibitions imposed upon it under this Charter, or if the Charterer shall be dissolved or be adjudged a bankrupt, or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver or receivers shall be appointed for the Charterer, the Owner may, without prejudice to any other rights which it may have under this Charter, withdraw and retake the said vessel, wherever the same may be found, whether upon the high seas or

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22. If at any time after the delivery of the said vessel to the Charterer hereunder, the Charterer shall fail to perform any of its duties or obligations, or shall violate any of the prohibitions imposed upon it under this Charter, or if the Charterer shall be dissolved or be adjudged a bankrupt, or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver or receivers shall be appointed for the Charterer, the Owner may, without prejudice to any other rights which it may have under this Charter, withdraw and retake the said vessel, wherever the same may be found, whether upon the high seas or

in any port, harbor, or other place and without prior demand and without legal process, and for that purpose may enter upon any dock, pier, or other premises where the vessel may be and may take possession thereof.

23. The Charterer shall give the Owner at least ten days' notice of expected date of redelivery and redelivery port.

By: PEOPLE'S TEMPLE CHRISTIAN CHURCH

Evola M. Nelson

Charterer.

By: ASOCIACION E. D. INTERNACIONAL
EMPRESA CARITATIVA, S. A.

Eloy Alfaro

Eloy Alfaro
Vice-President

Owner.

CHARTER CONTRACT FOR THE BOAT TWO COPIES

B-2-a-13