

Ref: 2020-16

10 July 2020

**To: The President of the Stock Exchange of Thailand (“SET”)**

**Subject: Reporting on the execution of the Settlement Agreement between the Company and Sainty Marine Corporation Ltd. (currently known as Jiangsu Guoxin Corporation Ltd.) (“Sainty”)**

We, Precious Shipping Public Company Limited (“Company”), refer to the disputes with Sainty in relation to the eleven shipbuilding contracts (“Contracts”) for eleven 64,000 DWT bulk carrier vessels bearing hull nos. SAM13009B (M.V. Issara Naree), SAM13010B (M.V. Inthira Naree), SAM14017B, SAM14018B, SAM14019B, SAM14020B, SAM14021B, SAM14022B, SAM14023B, SAM14027B, SAM14028B (“Vessels”) which are under the arbitration and court proceedings in London.

We hereby notify the SET that on 10 July 2020, the Company as the Buyer and Sainty as the Seller (the Company and Sainty are jointly referred to as the “Parties”) have executed an amicable settlement agreement (“Settlement Agreement”) in order to fully and finally settle any and all of their disputes and claims arising out of and/or in relation to the Contracts, the Vessels, the refund guarantees thereof and/or the arbitration and court proceedings. The key terms of the Settlement Agreement are as follows:

<b>Settlement Amount</b>	The Settlement Amount is USD 40,500,000/- (US Dollars Forty Million Five Hundred Thousand only) which shall be paid by Sainty and/or The Export-Import Bank of China Jiangsu Branch (“Refund Guarantor”) (by way of the Buyer’s demand of payments under the relevant refund guarantees) to the Buyer on or before 31 July 2020 (“Payment Date”).
<b>Effect of the Buyer’s receipt of the full Settlement Amount on or before the Payment date</b>	<ul style="list-style-type: none"><li>• There shall be no remaining and/or outstanding issues whatsoever between the Parties.</li><li>• the refund guarantees in relation to the Contracts shall become null and void and any and all responsibilities, duties, liabilities and obligations of the Refund Guarantor under each refund guarantee shall be discharged and released.</li><li>• Both Parties will withdraw their claims, counterclaims and/or appeals in relation to the Contracts and terminate the arbitrations and court Proceedings, with no remaining and/or outstanding issues.</li></ul>

<b>Effect if the Buyer does not receive the full Settlement Amount on or before the Payment Date</b>	The Settlement Agreement shall automatically become null and void (unless an extension is mutually agreed in writing), and the Parties shall proceed further and continue with the arbitration and/or court proceedings.
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Please be informed accordingly.

Yours sincerely,  
Precious Shipping Public Company Limited

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Khalid Moinuddin Hashim  
Managing Director

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Gautam Khurana  
Executive Director