

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Vanuatu Logistics & Administrative Services Limited	2. Registration Number 7488
--	--------------------------------

3. Primary Address of Registrant
 39 Broadway, suite 2020, New York, NY 10006

4. Name of Foreign Principal Government of the Republic of Vanuatu	5. Address of Foreign Principal office of the Prime Minister, PMB 9053 Port Vila, Vanuatu VANUATU
---	--

6. Country/Region Represented
 VANUATU

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
 The office of the Prime Minister
- b) Name and title of official(s) with whom registrant engages
 charlot salwai

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/14/2024	saade Makhlouf	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Saade Makhlouf
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/13/2024</u>	<u>Saade Makhlouf</u>	
<u>11/13/2024</u>	<u>Ali Berke Ayazli</u>	
<u>11/13/2024</u>	<u>Dorothy A. Rescigno</u>	
<u> </u>	<u> </u>	<u> </u>

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Vanuatu Logistics & Administrative Services Limited

2. Registration Number

7488

3. Name of Foreign Principal

Government of the Republic of Vanuatu

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/11/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will execute the agreement by (1) administering the Vanuatu International Shipping Registry ("VISR"); (2) implementing policies and procedures to attract and register vessels under the VISR; (3) provide regular reports to the Government of the Republic of Vanuatu regarding the VISR's operation and performance; (4) develop and execute a marketing strategy to globally promote the services of the VISR; and (5) provide the Government of the Republic of Vanuatu with online access to the VISR's operations, accounting and archives.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will: (1) provide administrative and support services regarding the Vanuatu International Shipping Registry and (2) market and promote the VISR by participating in international shipping conferences, collaborating with maritime organizations and engaging in digital marketing platforms.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
11/08/2024- 11/08/2024	Private owner of a Maritime vessel	The fee received was from a private owner of a Maritime vessel for services related to the Vanuatu international Shipping Registry	\$ 905.00
			\$ 905.00
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/14/2024	Saade Makhlouf	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Saade Makhlouf
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 753" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/13/2024</u>	<u>Saade Makhlouf</u>	
<u>11/13/2024</u>	<u>Ali Berke Ayazli</u>	
<u>11/13/2024</u>	<u>Dorothy A. Rescigno</u>	
<u> </u>	<u> </u>	<u> </u>

NEW CONCESSION AGREEMENT

This **NEW CONCESSION AGREEMENT** (this "Agreement") is entered into this 11th day of October, 2024, by and between the Government of the Republic of Vanuatu (the "Government") and **VANUATU LOGISTICS AND ADMINISTRATIVE SERVICES LIMITED** ("VLAS") (together with the Government, the "Parties" and each a "Party").

WHEREAS, on September 30, 2022, the Government and VLAS entered into a Concession Agreement (the "Concession Agreement") by which VLAS was appointed to serve as sole Maritime Administrator of the Vanuatu International Shipping Registry ("VISR" or the "Registry") for a term of twenty (20) years; and

WHEREAS, on October 4, 2023, the Government and VLAS executed the Addendum to the Concession Agreement (the "Addendum") by which Government and VLAS agreed to amend certain provisions of the Concession Agreement; and

WHEREAS, the Parties acknowledge that, although the Concession Agreement and Addendum (together, the "Amended Concession Agreement") were duly executed, valid and binding upon the Parties, VLAS was not able to commence operations as sole Maritime Administrator of the Registry; and

WHEREAS, on November 22, 2023, VLAS commenced legal proceedings against the Government and the former Registry administrator in the Supreme Court of the State of New York by filing a Verified Complaint and Order to Show Cause bearing the caption, *Vanuatu Legal and Administrative Services Limited v. Vanuatu Maritime Services, Limited and the Government of the Republic of Vanuatu*, Index No. [REDACTED] (the "Litigation"); and

WHEREAS, on August 16, 2024, the Council of Ministers of the Republic of Vanuatu issued COM Decision No. 248, directing the Ministry of Finance and Economic Management ("MFEM") and Minister for Infrastructure and Public Utilities ("MIPU") to restart negotiations with VLAS and its director, Saade Makhoulf; and

WHEREAS, on August 22, 2024, the Council of Ministers of the Republic of Vanuatu unanimously agreed to recognize and enforce the Amended Concession Agreement and authorized the Government to settle the Litigation; and

WHEREAS, on August 22, 2024, the Council of Ministers issued COM Decision No. 260 which instructed the Office of the Attorney General to review and finalize the settlement documentation; and

WHEREAS, in order to avoid the expense, inconvenience and uncertainty of further legal proceedings and in accordance with COM decision 260, the Parties executed an agreement to settle the Litigation as between themselves on September 15, 2024 (the "September 15 Agreement"); and



WHEREAS, the September 15 Agreement required the Parties to draft a comprehensive agreement memorializing the terms set forth in the September 15 Agreement and further detailing the rights and obligations of the Parties in connection with the settlement of the Litigation; and

WHEREAS, the September 15 Agreement authorized the Parties to review the Amended Concession Agreement or, alternatively, to terminate and replace it with a “new agreement” between the Parties; and

WHEREAS, in connection with the settlement, the Parties have agreed to terminate the Amended Concession Agreement and replace it with this New Concession Agreement; and

WHEREAS, the Government has agreed to take all actions necessary to ensure that this New Concession Agreement is approved by the Central Tenders Board and endorsed by the Council of Ministers within ten (10) days of the Execution Date herein; and

WHEREAS, the Parties have agreed that VLAS shall commence operations as sole Maritime Administrator of the Registry on or before September 30, 2024:

NOW THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals.

The Recitals set forth above are incorporated by reference and explicitly made part of this Agreement.

2. Grant of Concession and Appointment of VLAS as Maritime Administrator.

2.1 VLAS is hereby appointed as Sole Administrator of the Vanuatu International Shipping Registry (the “Administrator”), effective September 30, 2024 (the “Commencement Date”)

2.2 The Government grants the Concessionaire the exclusive right to act as the sole administrator of the Vanuatu International Shipping Registry for a term of thirty (30) years commencing on the Commencement Date and expiring on September 30, 2054 (the “Expiration Date”), unless earlier terminated in accordance with the terms of this Agreement (the “Administration Term”)

2.3 This Agreement may be renewed upon mutual agreement of both Parties for additional terms of seven (7) years each (the “Renewal Term”). If either Party wishes to renew this Agreement, it shall notify the other and commence negotiations within one year before the Expiration Date. Any renewed agreement shall be executed no later than three (3) months before the expiration date of the Administration Term or any Renewal Term.



3. Term and Renewal.

(a) The term of VLAS's appointment under this Agreement shall be thirty (30) years (the "Administration Term"), expiring on September 30, 2054 (the "Expiration Date").

(b) This Agreement may be renewed upon the agreement of both Parties for additional terms of seven (7) years each (the "Renewal Term").

(c) If either Party wishes to renew this Agreement, it shall notify the other and commence negotiations within one year before the Expiration Date. Any renewed agreement shall be executed no later than three (3) months before the expiration date of the Administration Term or any Renewal Term.

4. Termination.

This Agreement shall not be terminated without the prior express written consent of both parties. In the event that both Parties mutually agree to terminate this Agreement, notice and consent must be provided three (3) years in advance of the agreed-upon termination date.

5. Responsibilities of the Administrator.

As Administrator, VLAS shall:

(a) Administer the VISR efficiently and effectively, ensuring compliance with applicable laws and regulations.

(b) Implement policies and procedures to attract and register vessels under the VISR.

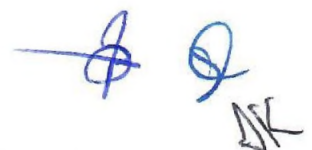
(c) Provide regular reports to the Government regarding the operation and performance of the VISR.

(d) Develop and execute a comprehensive marketing strategy to promote the services of the VISR globally, including participation in international shipping conferences, collaboration with maritime organizations, and the use of digital marketing platforms. The Administrator shall ensure that the unique benefits of registering under the VISR are effectively communicated to potential clients.

(e) Obtain necessary insurance policies to cover all risks associated with the Registry operations and shall solely bear all risks and liabilities associated with the operations of the Registry and hold the Government harmless from any liability or demands.

(f) Provide the Government with constant real-time online access to its advanced computerized system, including the Registry operations, accounting, and archives.

6. Warranties by the Government.



As of the Effective Date herein, the Government, on behalf of its predecessors, successors, agents and assigns, hereby warrants and represents that:

(a) Any and all agreements with the previous administrators of the Registry, including Vanuatu Maritime Services Limited (“VMSL”) and their affiliates, and all respective rights and obligations thereunder, have been terminated and/or expired, and are of no force or effect;

(b) VMSL and its affiliates have transferred possession and/or control over any Registry assets, including offices, the Registry archive (digital and physical), all books of account, financial records, and other files (collectively, the “Registry Assets”) to the Government for the benefit of VLAS, or that such transfer will be complete within 10 days of the Execution Date herein; and

(c) The Government has taken or shall take all actions, and has signed or will sign all documents necessary to facilitate the transfer of the Registry Assets and operations to VLAS, and otherwise provide VLAS with comprehensive support in connection with the commencement of its term as Administrator and obligations under this Agreement.

7. Government’s Interference or Intentional Delay.

(a) In the event that the Government or any of its successors, agents, employees, assigns, or anyone acting or claiming to act on its behalf, knowingly and intentionally obstructs VLAS from commencing operations in accordance with this Agreement, the Government agrees to compensate VLAS for the losses, damages and expenses incurred due to such obstruction or delay. Such damages shall include but not be limited to compensation for financial loss and reputational damage suffered by VLAS as a result of such Governmental obstruction or delay, as well as attorney’s fees and costs incurred by VLAS in the enforcement of its rights under this Agreement, and all other remedies available at law or in equity.

(b) The Parties hereby acknowledge and agree that any delay or intentional obstruction by the Government in performing its obligations under this Agreement shall cause significant financial and reputational harm to VLAS. Therefore, any compensation for financial loss and reputational damage awarded pursuant to Section 5 shall be calculated to include the loss of income to VLAS over the entire Term of this Agreement and shall further include the projected revenues and profits that VLAS would have earned during the period of the Government’s delay.

8. Accounts.

8.1 Government Bank Account.

(a) Within ten (10) days of the Commencement Date, the Government shall identify the account to which all funds under this Agreement will be transferred (the “Government Account”) and provide all necessary account information to VLAS.



(b) The Government Account shall be operated by the Government and used solely for purposes of this Agreement. The signatory[ies] to the Government Account shall be the Director General of the Ministry of Finance.

(c) VLAS shall transfer or deposit all monies due and owing to the Government pursuant to this Agreement (the "Government Monies") into the Government Account, and VLAS hereby acknowledges that all monies so deposited or transferred belong solely to the Government of the Republic of Vanuatu.

8.2 Administrator Bank Account.

(a) Within ten (10) days of the Commencement Date, VLAS shall identify the account to be utilized in connection with this Agreement (the "VLAS Account") and will provide the relevant account information to the Government.

(b) The VLAS Account shall be operated by VLAS and used solely for purposes of this Agreement. The signatory to the VLAS Trust Account shall be the VLAS Director.

(c) All Registry revenues generated under this Agreement shall be deposited into the VLAS Account, and VLAS shall transfer all Government Monies directly from the VLAS Account and into the Government Account.

9. **Revenue Sharing.**

The revenues generated from the operation of the VISR shall be shared equally between the Government and the Administrator, with a 50/50 revenue split. Payments to the Government shall be made on a quarterly basis, accompanied by a detailed revenue report upon deducting the remuneration, taxes, and other expenses not to exceed \$60,000 per month or \$700,000 per year.

(a) **Payment to Government:**

VLAS shall make the following payments to the Government Trust Account on a quarterly basis:

(i) A sum in U.S. Dollars equal to the percentage of the total **Annual Tonnage Tax, Document Fees, Recording Fees, License Fees, Fines and Net Inspection Fees (after payment by VLAS of any inspection costs for the Registry received in the VLAS Trust Account in that quarter)**, calculated in accordance with the following percentages:

Total Amount Received	Government Percentage	VLAS Percentage
\$0.00 – \$700,000.00	0	100
\$700,001.00 – Upwards	50	50

- (ii) VLAS shall also pay a sum equal to the percentage of total ship Registration Fees received in the VLAS Account in that quarter, calculated similarly to the above table.
- (iii) Provided that VLAS has acted diligently in receiving and remitting funds from the VLAS Account, the period allowed for payment under this Section shall be extended to account for any banking delays.

10. Remuneration and Costs.

- (a) In consideration for the services provided by VLAS under this Agreement, VLAS shall receive remuneration each quarter equal to all monies paid into the VLAS Account in that quarter which are not otherwise payable to the Government pursuant to this Agreement.
- (b) After all amounts due to the Government under this Agreement have been transferred to the Government Account, VLAS may pay itself from the VLAS Account.
- (c) VLAS shall be self-sufficient and bear its own office establishment and other costs related to the continuity of the Registry.

11. Participation and Payment.

Each Party shall bear its own costs for its delegation and representation fees and costs abroad, including Maritime Participation and Investigation Fees, as well as subscriptions relating to the membership of Vanuatu in such international organizations and conventions.

12. Marketing and Promotion of the Registry.

- (a) VLAS agrees to market and promote the Registry globally during the Administration Term and any Renewal Term, with all expenses incurred in connection with such activities borne by VLAS.
- (b) VLAS will attend international conventions, exhibitions and meetings deemed beneficial for Vanuatu and will make reasonable efforts to obtain vessel registrations through outreach to ship owners and other relevant industry stakeholders and where official government representation is required, VLAS will be part of the government delegation or may be authorized by the government to attend and represent government.
- (c) VLAS shall work with government and use best efforts to establish representation in major shipping centers around the world.

13. Financial Records and Information.



VLAS will maintain complete, accurate and systematic books of accounts and financial records (the "Books and Records") kept in accordance with internationally recognized accounting practices:

- (a) The Books and Records will include:
 - (i) All monies received or charged by VLAS not payable pursuant to Maritime Law; and
 - (ii) Complete and accurate records of all expenditures made and liabilities incurred in connection with marketing the Registry.

(b) VLAS will retain original documents supporting its financial records for a minimum of six (6) years or as otherwise specified by applicable laws.

(c) VLAS shall use reasonable efforts to comply with requests from the Vanuatu Government for reports, statements, or other information relating to the Books and Records.

14. Audit.

(a) VLAS will permit the Government to audit, or to have audited, the Books and Records, and shall cooperate fully with the appointed auditor (the "Auditor").

(b) The Government shall have the right to freely discuss the results of the audit with the Auditor.

(c) Any audit carried out pursuant to this Section shall be at the cost of the Government.

(d) VLAS is responsible for auditing its own accounts and shall provide such audited statements to the Maritime Authority upon request.

15. Inspection and Secondment.


(a) VLAS shall permit authorized Government personnel to inspect the Books and Records with reasonable notice and shall facilitate such inspections.

(b) VLAS shall allow Maritime Authority staff to undertake work experience or undertake understudy attachments in its overseas offices for capacity building, with costs borne by the Government.

16. Restriction on Transfer of Shares.

The Parties hereby agree that, during the Administration Term and any Renewal Term:

(a) There shall be no change in the voting or other rights attaching to the shares of VLAS;



(b) There shall be no change in the legal and beneficial ownership of the shares of VLAS; and

(c) No further shares in VLAS shall be issued without the written consent of the Government, which consent shall not be unreasonably withheld.

17. Assignment and Delegation.

(a) This Agreement shall not be assigned in whole or in part by either Party, but VLAS may delegate to its agents or marketing agents any of its responsibilities, duties or liabilities under this Agreement and inform the Government of such delegations.

(b) Notwithstanding the foregoing, the Government shall not delegate or subcontract any of VLAS's responsibilities or duties under this Agreement without the prior written approval of VLAS.

18. Encumbrances.

This Agreement and any interests herein shall not be encumbered in whole or in part by VLAS without the Government's prior written approval.

19. Non-Performance and Waiver.

(a) The delay or failure of either Party at any time to require performances by any other Party of any provision of this Agreement shall not affect or limit the right of that Party thereafter to enforce such provision or any other provision of this Agreement.

(b) The waiver by any Party of a breach of any provision in this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

20. Cooperation of the Parties.

(a) The Parties shall take all actions and sign all documents necessary to effectuate the terms of this Agreement and further its objectives and purposes.

(b) The Parties shall use all reasonable efforts to maintain close communications, to regularly consult with one another and to provide timely advice regarding all matters affecting or relating to the Registry.

21. Restrictive Covenants.

(a) During the Term and/or any Renewal Term, and for a period of twelve (12) months following the expiration date thereof, VLAS hereby covenants and agrees that it shall not, absent



the prior written consent of the Government, operate or engage in the operation of any maritime registry of any kind for any country other than Vanuatu.

(b) During the Term and/or any Renewal Term, and for a period of twenty-four (24) months following the expiration date thereof, VLAS hereby covenants and agrees that it shall not knowingly, canvas, solicit or induce, or attempt to canvas, solicit or induce any associated person or entity to work, contract, register or re-register with any other maritime registry of any country other than Vanuatu.

(c) For the purposes of this Section 20, an "associated person" is a person or entity who has been employed by, contracted with, registered or re-registered vessels with the Registry.

22. Notice of Default and Guarantee

In the event that VLAS fails to make any payments due hereunder, the Government shall provide written notice of default within seven (7) days of such non-payment. If VLAS fails to cure any such default within seven (7) days of receiving notice under this Section 22 (the "Cure Period"), then VLAS Director Saade Makhoulf shall guarantee such payment and shall transfer such funds to the Government Account within 14 days of the Cure Period.

23. Principal Office.

The Principal office of the Registry shall be located in the United States of America.

24. Governing Law and Choice of Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to conflict of laws principles. Any and all disputes, claims, or lawsuits relating to or arising out of this Agreement shall be brought in the Supreme Court of the State of New York, County of New York. The Courts of the State of New York, County of New York shall have sole and exclusive jurisdiction over any disputes arising from this Settlement Agreement, and the Parties consent to this venue and submit to personal jurisdiction therein.

25. Waiver of Immunity.

To the extent that the Government may be entitled to claim immunity (sovereign or otherwise) from suit, judgment, award, execution or attachment, or from the jurisdiction of the courts of the State of New York or any other tribunal, or from any legal process or proceedings, the Government hereby expressly and irrevocably waives such immunity with respect to any legal proceedings arising out of or relating to this Agreement to the extent it is permitted to do so under applicable law. The Government further expressly waives all claims, benefits, and/or rights of immunity and service of process provisions under the Foreign Sovereign Immunities Act of 1976,



or any other applicable law, treaty or statute, and agrees to comply with any judgment or order of any such court or tribunal without delay or recourse to any immunity defense.

26. Notices.

Any notice or document required or permitted to be given to or served upon any Party under this Agreement shall be sent via email and UPS / FedEx overnight delivery (signature required), and shall be deemed to be given on the date such notice is received by the recipient. Notices shall be addressed as follows


If to VLAS: Vanuatu Logistics and Administrative Services Limited
Saade Makhlof, Director
331 Diamond bridge Ave
07506 Hawthorne New Jersey
Saade.lopez@gmail.com

With a copy to Janel Alania, Esq.
HARTMANN DOHERTY ROSA
BERMAN & BULBULIA LLP
433 Hackensack Avenue, Suite 1002
Hackensack, New Jersey 07601
jalania@hdrbb.com

If to the Government: The Prime Minister
Office of the Prime Minister
PMB 9053
Port Vila
VANUATU

With copies to: The Director General
Ministry of Finance & Economic Management
PMB 9058
Port Vila
VANUATU
rlster@vanuatu.gov.vu

The Attorney General
Office of the Attorney General
PMB 9048
Port Vila
VANUATU
akloughman@vanuatu.gov.vu



27. Severability.

In the event any provision of this Agreement is deemed to be unenforceable under applicable law, that provision shall not affect the validity or enforceability of the remaining provisions.

28. Entire Agreement.

This Agreement represents the complete, final and entire understanding of the Parties with regard to the matters set forth herein, and it shall be binding on and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This Agreement supersedes all prior and contemporaneous representations, agreements and understandings, whether written or oral.

29. Headings.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of this Agreement and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

30. Counterparts.

This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same document. Facsimile or scanned signatures will be accepted as if original signatures, and a PDF of this Settlement Agreement shall have the effect of an original.

31. Authority

Each Party warrants that the individual(s) executing this Agreement are authorized to do so.

SIGNATURES ON FOLLOWING PAGE



IN WITNESS WHEREOF, intending to be legally bound by the terms of this Settlement Agreement, the Parties have executed this Agreement.

VANUATU LOGISTICS AND ADMINISTRATIVE SERVICES LIMITED

By: [Signature] Date: 13/10/2024
Name: Mr. Saade Makhrouf
Title: Director



THE GOVERNMENT OF THE REPUBLIC OF VANUATU

By: [Signature] Date: 11/10/24
Name: Honorable Charlot Salwai Tabimaswas Saribon MP
Title: Prime Minister



By: [Signature] Date: 11/10/24
Name: Honorable Minister Marc Ate MP
Title: Minister for Infrastructure and Public Utilities

By: [Signature] Date: 11/10/24
Name: Honorable Minister Johnny Koanapo Rasou MP
Title: Minister of Finance and Economic Management

