As filed with the Securities and Exchange Commission on September 21, 2005

Registration No. 333-[ ]

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM F-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DOUBLE HULL TANKERS, INC.

(Exact name of registrant as specified in its charter)

Republic of the Marshall Islands	**4412**	**N/A**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

26 New Street,
St. Helier, Jersey JE23RA
Channel Islands
+44 (0) 1534 639759
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

CT Corporation
111 Eighth Avenue
New York, NY 10011
(212) 590-9100
(Name and address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o _____

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o _____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Amount to be Registered(1)**	**Proposed Maximum Aggregate Offering Price Per Unit(2)**	**Proposed Maximum Aggregate Offering Price(2)**	**Amount of Registration Fee**
Common Stock, par value $.01 per share	23,000,000	$16.00	$368,000,000	$43,313.60

(1) Includes shares to be sold upon exercise of the underwriters' over-allotment option. See "Underwriting."

(2) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(o) of Regulation C under the Securities Act of 1933, as amended.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion. Preliminary Prospectus dated September 21, 2005

PROSPECTUS

20,000,000 Shares

Common Stock

This is an initial public offering of our common stock. No public market currently exists for our common stock. We are offering 20,000,000 of the shares of common stock offered by this prospectus. We expect the public offering price to be between $14.00 and $16.00 per share.

Our common stock has been approved for listing on the New York Stock Exchange under the symbol "DHT," subject to official notice of issuance.

Investing in our common stock involves a high degree of risk. Before buying any shares you should carefully read the discussion of material risks of investing in our common stock in "Risk Factors" beginning on page 10 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions	$	$
Proceeds, before expenses, to us	$	$

The underwriters may also purchase up to an additional 3,000,000 shares of our common stock from the selling stockholder, OSG International, Inc., at the public offering price, less the underwriting discounts and commissions payable by it, to cover over-allotments, if any, within 30 days from the date of this prospectus. If the underwriters exercise this option in full, the total underwriting discounts and commissions will be $ and the total proceeds, before expenses, to the selling stockholder will be $.

The underwriters are offering the common stock as set forth under "Underwriting." Delivery of the common stock will be made on or about , 2005.

UBS Investment Bank **Merrill Lynch & Co.**

Citigroup **Deutsche Bank Securities**

DnB NOR Markets **JPMorgan**

Dahlman Rose & Co., LLC

The date of this prospectus is , 2005.

DOUBLE HULL
TANKERS

The *Overseas Ann*, one of our VLCCs

The *Regal Unity*, one of our VLCCs

The *Overseas Sophie*, one of our Aframaxes

The *Rebecca*, one of our Aframaxes

You should rely only on the information contained in this prospectus. We have not, and the underwriters have not, authorized anyone to provide you with additional or different information. We are not making an offer of these securities in any jurisdiction or state where the offer is not permitted. You should not assume that the information in this prospectus is accurate as of any date other than the date on the cover of this prospectus

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Prospectus Summary

This summary highlights information contained elsewhere in this prospectus. Before investing in our common stock you should read this entire prospectus carefully, including the section entitled "Risk Factors" and our financial statements and related notes for a more complete understanding of our business and this offering. Unless we specify otherwise, all references and data in this prospectus to our "business," our "vessels" and our "fleet" refer to our fleet of seven vessels that we expect to acquire simultaneously with the closing of this offering. Unless we specify otherwise, all references in this prospectus to "we," "our," "us" and "our company" refer to Double Hull Tankers, Inc. and its subsidiaries and references to our "common stock" are to our common registered shares. The shipping industry's functional currency is the U.S. dollar. All of our revenues and most of our operating costs are in U.S. dollars. All references in this prospectus to "$" and "dollars" refer to U.S. dollars. See the "Glossary of Shipping Terms" included in this prospectus for definitions of certain terms used in this prospectus that are commonly used in the tanker shipping industry.

OUR COMPANY

We are a newly formed company that was incorporated in April 2005 under the laws of the Marshall Islands as a wholly owned indirect subsidiary of Overseas Shipholding Group, Inc., a Delaware corporation, or OSG. Simultaneously with the completion of this offering, we will acquire a fleet of seven double-hull tankers consisting of three very large crude carriers, or VLCCs, which are tankers ranging in size from 200,000 to 320,000 deadweight tons, or dwt, and four Aframax tankers, which are tankers ranging in size from 80,000 to 120,000 dwt. Our fleet principally operates on international routes and had a combined carrying capacity of 1,342,372 dwt and a weighted average age of 5.4 years as of July 1, 2005, compared with a weighted average age of 9.6 years for the world tanker fleet.

We will acquire the seven vessels in our fleet from subsidiaries of OSG in exchange for cash and shares of our common stock, at which time we will charter these vessels back to subsidiaries of OSG. OSG, one of the world's largest bulk-shipping companies, owns and operates a modern fleet of 93 vessels (including the seven vessels that comprise our fleet) that have a combined carrying capacity of 12.2 million dwt. OSG's fleet consists of both internationally flagged and U.S. flagged vessels that transport crude oil, petroleum products and dry bulk commodities. Following the completion of this offering, OSG will beneficially own approximately 33% of our outstanding common stock, assuming the underwriters do not exercise their over-allotment option.

Our strategy is to charter our vessels primarily pursuant to multi-year time charters to take advantage of the stable cash flow that is associated with long-term time charters. In addition, our time charter arrangements include a profit sharing component that gives us the opportunity to earn additional hire when vessel earnings exceed the basic hire amounts set forth in the charters. When our vessels are operated in the Tankers International Pool and the Aframax International Pool, we expect our potential to earn additional hire will benefit from the higher utilization rates realized by these pools. In a pooling arrangement, the net revenues generated by all of the vessels in a pool are aggregated and distributed to pool members pursuant to a pre-arranged weighting system that recognizes each vessel's earnings capacity based on its cargo capacity, speed and consumption, and actual on-hire performance.

We have agreed to time charter our tankers to subsidiaries of OSG for terms of five to six and one-half years. Each time charter may be renewed by the charterer on one or more successive occasions for periods of one, two or three years, up to an aggregate of five, six or eight years, depending on the vessel. If a time charter is renewed, the charter terms providing for profit sharing will remain in effect and the charterer, at the time of exercise, will have the option to select a basic charter rate that is equal to (i) 5% above the published one-, two- or three-year time charter rate (corresponding to the extension length) for the vessel's class, as decided by a shipbrokers panel, or (ii) the basic hire rate set forth in the applicable charter. The shipbrokers panel, which we call the

Broker Panel, will be The Association of Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and the charterer.

OUR FLEET

We have agreed to purchase three VLCCs and four Aframaxes from subsidiaries of OSG. Our VLCCs, due to their large size, principally operate on long-haul routes from the Middle East or West Africa to the Far East, Northern Europe, the Caribbean and the U.S. Gulf. Although our Aframaxes are also designed for global trading, they typically trade through the Aframax International Pool in the Atlantic Basin on shorter-haul routes between Northern Europe, the Caribbean, the United States and the Mediterranean Sea.

The following table presents certain information concerning the vessels in our fleet and their associated charters:

Vessel	Type	Dwt	Year Built	Term of Initial Charter	Year 1 Basic Charter Rate[(1)]	Maximum Aggregate Charter

				(years)	($/day)	Renewal Term (years)
Overseas Ann	VLCC	309,327	2001	6 1/2	$37,200	8
Overseas Chris	VLCC	309,285	2001	6	$37,200	8
Regal Unity	VLCC	309,966	1997	5 1/2	$37,200	6
Overseas Cathy	Aframax	112,028	2004	6 1/4	$24,500	8
Overseas Sophie	Aframax	112,045	2003	5 3/4	$24,500	8
Rebecca	Aframax	94,873	1994	5	$18,500	5
Ania	Aframax	94,848	1994	5	$18,500	5

(1) Amounts represent basic hire charter rates, which increase annually by amounts that vary by vessel class and year. See "Business—Charter Arrangements" for a table detailing the basic hire rates by vessel class for the initial charter periods.

OUR COMPETITIVE STRENGTHS

We believe that we have a number of strengths that provide us with a competitive advantage in the tanker industry, including:

–> *A modern, high quality fleet.* As of July 1, 2005, our three VLCC and four Aframax vessels had a weighted average age of 5.4 years, compared with a weighted average age for the world tanker fleet of 9.6 years. All of our tankers are of double hull construction and were designed and built to OSG's specifications and have only been operated by OSG. We believe they are among the most efficient and safest tankers in the world. We believe that owning and maintaining a modern, high quality fleet reduces off hire time and operating costs, improves safety and environmental performance and provides us with a competitive advantage in securing employment for our ships.

–> *Participation in OSG's pooling arrangements.* We expect to benefit from OSG's membership in the Tankers International Pool for VLCCs and the Aframax International Pool for Aframaxes, as we expect OSG's subsidiaries will continue to operate our vessels in these pools. We believe that, over a longer period of time, our potential to earn additional hire will be enhanced by the higher utilization rates and lower overhead costs that a vessel operating inside a pool can achieve compared with a vessel operating independently outside of a pool.

–> *An experienced management team.* Our management team is led by Ole Jacob Diesen, our chief executive officer, who has over 30 years of experience in the shipping industry. Mr. Diesen has been an independent corporate and financial management consultant since 1997 and has extensive experience in the shipping industry, including advising on a broad range of shipping transactions such as vessel sales and financings, vessel charters, pooling and technical management agreements.

OUR STRATEGY

Our strategy is designed to generate stable cash flow through long-term fixed rate charters that provide us with the potential to earn additional revenue. The key elements of our strategy are:

–> *Time charter our fleet to OSG under multi-year, fixed-rate time charters that provide for profit sharing.* We have agreed to time charter our vessels to subsidiaries of OSG, one of the world's largest bulk-shipping companies, for periods of five to six and one-half years under charters that provide for fixed monthly payments, plus the potential to earn additional profit sharing payments. We believe that our long-term charters will generate stable and predictable cash flow and provide us with the opportunity to earn significant additional hire as market rates exceed our basic hire rates.

–> *Substantially fix our operating costs under our ship management agreements.* Our tankers will be managed by Tanker Management Ltd., a wholly owned indirect subsidiary of OSG that we refer to as Tanker Management, or our technical manager, pursuant to ship management agreements that will become effective at the completion of this offering. Under these agreements, which are coterminous with the charter for the applicable vessel, Tanker Management will assume all responsibilities for the technical management of our vessels and for most of the operating costs (excluding insurance premiums and vessel taxes) in exchange for a fee that will be fixed for the first two years of the agreements. We believe these arrangements provide us with added certainty regarding the operating costs of our vessels.

–> *Strategically expand our fleet.* We intend to grow our fleet through timely and selective acquisitions of additional vessels in a manner that is accretive to earnings and dividends per share. Although the vessels in our fleet will initially consist of our three VLCCs and four Aframax tankers, we intend to consider potential acquisitions of tankers in smaller size classes as well. To facilitate our future acquisitions, we expect to enter into a credit facility in connection with this offering that, subject to the satisfaction of conditions to drawdown, will permit us to borrow on a committed basis up to $150 million to finance the purchase price of additional vessels that we may acquire in the future.

OUR TIME CHARTERS

We have agreed to time charter our three VLCCs and our four Aframaxes to subsidiaries of OSG for periods of five to six and one-half years. The daily base time charter rate for each of our vessels, which we refer to as basic hire, will be payable to us monthly in advance and will increase annually by amounts set forth in each charter. For a table detailing the basic hire rates for each vessel class during the initial period of each charter, see "Business—Charter Arrangements."

In addition to the basic hire, the charterers and OSG International, Inc., or OIN, the charterers' parent, have agreed to pay us an additional payment, quarterly in arrears, which we refer to as additional hire. The additional hire payable, if any, in respect of a given quarter will be equal to 40% of the average revenue that our vessels earn or are deemed to earn for the charterers during that quarter (averaged on a rolling four quarter basis) in excess of the basic hire paid by the charterers to us during that quarter. Revenue will be calculated on an aggregate fleetwide basis and will depend on whether our vessels are operated in a pool:

–> if a vessel is operated in a pool, revenue earned by that vessel will be equal to the share of actual pool net earnings allocated to the charterer, as determined by a formula administered by the pool manager;

–> if a vessel is operated outside of a pool:

  –> for periods that the charterer subcontracts the vessel under a time charter, revenue earned by that vessel will be equal to the time charter hire earned by the charterer, net of specified fees incurred by the charterer; and

  –> for periods that the charterer does not subcontract the vessel in the time charter market, revenue deemed earned by that vessel will be based on average spot market rates, which are rates for the immediate chartering of a vessel (usually for a single voyage), determined by a shipbrokers' panel for a series of routes commonly served by vessels of the same class.

A pool constitutes a collection of similar vessels under various ownerships that are placed under one administrator, which we refer to as the pool manager. The pool manager markets the vessels as a single, cohesive fleet and collects, or pools, their net earnings prior to distributing them to the individual owners under a pre-arranged weighting system that recognizes each vessel's earnings capacity based on its cargo capacity, speed and consumption, and actual on-hire performance. Pools offer their participants more opportunities to enter into multi-legged charters and contracts of affreightment, which can reduce non-earning days through scheduling efficiencies.

The three VLCCs in our fleet currently participate in the Tankers International Pool, in which OSG and eight other tanker companies participate. The Tankers International Pool currently consists of 45 VLCCs and 4 ultra large crude carriers, or ULCCs, making it one of the world's largest VLCC fleets. The four Aframax tankers in our fleet currently participate in the Aframax International Pool, the world's second largest Aframax fleet, which currently operates 37 Aframaxes and has seven members, including OSG (which is one of the pool managers).

TECHNICAL MANAGEMENT OF OUR FLEET

To provide us with added certainty with respect to the costs of operating our vessels, we have entered into ship management agreements with Tanker Management. Under the agreements, Tanker Management will be responsible for the technical management and for most of the operating costs of the vessels, including crewing, maintenance, ordinary repairs, scheduled drydockings, insurance deductibles (subject to the limits set forth in the ship management agreements) and other vessel operating expenses, excluding insurance premiums. In exchange for these services, we will pay Tanker Management a fixed daily fee, which we refer to as the technical management fee, for each vessel under management. The technical management fee for each vessel will be payable monthly in advance based on the actual number of days in the month. The fee will be fixed for the first two years of the agreement and will increase by 2.5% per year thereafter. The ship management agreements will be cancelable by us for any reason at any time upon 90 days advance notice, but each charterer has the right to approve the replacement manager that we select. Tanker Management will not be able to cancel the agreement prior to the second anniversary except for cause. Following the second anniversary, termination by Tanker Management requires at least 90 days advance notice.

DIVIDEND POLICY

We intend to pay quarterly dividends to the holders of our common stock in February, May, August and November of each year, commencing February 2006, in amounts substantially equal to the available cash from our operations during the previous quarter less cash expenses and any reserves established by our board of directors.

Our board of directors may review and amend our dividend policy from time to time in accordance with any future growth of our fleet or for other reasons. Although we do not currently have plans to purchase any specific vessels other than our initial fleet of seven vessels, we intend to grow our fleet by acquiring additional vessels in the future in a manner that is expected to be accretive to earnings and dividends per share. We expect to fund all or a portion of future vessel acquisitions with borrowings under the $150 million vessel acquisition tranche of our new credit facility. Upon acquiring an additional vessel or vessels, our board of directors may limit our dividends per share to the amount that we would have been able to pay if all or a portion of our acquisition related debt had been financed with equity as described in the section of this prospectus entitled "Dividend Policy."

Based on the assumptions and the other matters set forth below and subject to the matters set forth under "Risk Factors," we estimate that the total amount of cash available for distribution (i) as an initial dividend (payable in February 2006) will be $0.25 per share and (ii) as our second dividend (payable in May 2006) will be $0.32 per share. The initial dividend will reflect the period between the commencement of our operations, which is assumed to be October 17, 2005, and December 31, 2005 and our second quarter dividend will reflect our first full quarter of operations. In addition, based on such assumptions, we estimate that the total amount of cash available for dividends in each of 2006 and 2007 will be $1.27 per share and $1.28 per share, respectively.

The foregoing dividend estimates do not give effect to the payment of any additional hire that we may receive under the profit sharing arrangements that are included in our charter arrangements and are based on the following assumptions:

–> the basic hire is paid on our vessels and our vessels are on hire for 360 days per twelve month period;

–> we have no cash expenses or liabilities other than the technical management fee payable under our ship management agreements, insurance premiums, vessel taxes, our current directors' fees, the current salary and benefits of our executive officers, our other anticipated general and administrative expenses, interest that will be payable on the $236 million of floating rate indebtedness that will be outstanding under our credit facility upon completion of this offering, which we have assumed will have an effective rate of 5.2% per annum (which represents the rate that we could have fixed under a five year swap agreement as of the date of this prospectus), and commitment fees and other financing costs under our credit facility;

–> we do not purchase any additional vessels;

–> we do not pay any income taxes or have to fund any required capital expenditures with respect to our vessels;

–> no cash reserves are established by our board of directors;

–> we are in compliance with the terms of our credit facility, which prohibits us from paying dividends if the charter-free market value of our vessels that secure the credit facility is less than 135% of our borrowings under the facility plus the actual or notional cost of terminating any interest rate swaps that we enter, if there is a continuing default under the credit facility or if the payment of the dividend would result in a default or breach of a loan covenant;

–> 30,005,000 shares of our common stock are outstanding at the time we make a dividend payment and no additional stock offerings or other capital raising transactions are made by us; and

–> we purchase all seven vessels simultaneously with the closing of this offering and our charters commence on October 17, 2005.

The timing and amount of dividend payments will be determined by our board of directors and will depend on, among other things, our cash earnings, financial condition, cash requirements and the provisions of Marshall Islands law affecting the payment of dividends and other factors. Other than (i) the technical management fees payable under our ship management agreements, which after two years are cancelable by Tanker Management upon 90 days notice, (ii) interest that will be payable on the $236 million of floating rate indebtedness that will be outstanding under our credit facility upon completion of this offering, which we expect to swap for a fixed rate, (iii) commitment fees under our credit facility (for so long as we do not make any further borrowings under the vessel acquisition facility or the working capital facility), (iv) compensation paid to our executive officers, which is fixed during the terms of the their employment agreements, and (v) our directors' fees, none of our fees or expenses are fixed.

We cannot assure you that our future dividends will in fact be equal to the amounts set forth above or elsewhere in this prospectus. The amount of future dividends set forth above represents only an

estimate of future dividends based on our charters, ship management agreements, employment agreements, current directors' fees and an estimate of our other expenses and assumes that we do not make any vessel acquisitions. The amount of future dividends, if any, could be affected by various factors, including our cash earnings, financial condition and cash requirements, the loss of a vessel, the acquisition of one or more vessels, required capital expenditures, reserves established by our board of directors, increased or unanticipated expenses, our ability to comply with the terms of our credit facility, a change in our dividend policy, additional borrowings or future issuances of securities, many of which will be beyond our control. As a result, the amount of dividends actually paid, if any, may vary from the amounts currently estimated and such variations may be material. See the section of this prospectus captioned "Risk Factors" for a discussion of the risks associated with our ability to pay dividends.

We believe that under current law, our dividend payments from earnings and profits will constitute "qualified dividend income" and if treated as such will generally be subject to a 15% United States federal income tax rate with respect to United States non-corporate stockholders. Distributions in excess of our earnings and profits will be treated first as a non-taxable return of capital to the extent of a United States stockholder's tax basis in its common stock on a dollar-for-dollar basis and thereafter as capital gain. Please see the sections of this prospectus entitled "Risk Factors—Risk Relating to our Company—Certain adverse U.S. federal income tax consequences could arise for U.S. holders" and "Tax Considerations" for additional information regarding possible adverse tax treatment of dividend payments and the section entitled "Dividend Policy" for additional information regarding dividend payments generally.

OUR CREDIT FACILITY

In connection with this offering, we expect to enter into a $401 million secured credit facility with The Royal Bank of Scotland that is expected to have a term of ten years, with no principal amortization for the first five years. The credit facility is expected to consist of a $236 million term loan, a $150 million vessel acquisition facility and a $15 million working capital facility.

We intend to borrow the entire amount available under the term loan upon the completion of this offering to fund a portion of the purchase price for the seven vessels that we are acquiring from OSG. Subject to the satisfaction of a number of conditions, we will be permitted to borrow up to the full amount of the vessel acquisition facility and up to the full amount of the working capital facility for a period of five years from the closing of the credit facility. Commencing on the fifth anniversary of the closing of the credit facility, the term loan will become repayable in quarterly installments over a five year period and the committed amounts of the vessel acquisition facility and the working capital facility will be reduced quarterly over a five year period (with any excess borrowings becoming repayable at the time of reduction).

Borrowings under the term loan and the working capital facility will bear interest at an annual rate of LIBOR, which as of the date of this prospectus was 3.9%, plus a margin of 0.70%. Borrowings under the vessel acquisition facility will bear interest at an annual rate of LIBOR plus a margin of 0.85%. To reduce our exposure to fluctuations in interest rates, we expect to enter into one or more interest rate swaps on or shortly after the completion of this offering pursuant to which we will fix the interest rate on the full amount of our term loan, which will be our only outstanding indebtedness upon the completion of this offering. As of the date of this prospectus, we could have fixed the interest on the full amount of our term loan through a swap arrangement at an effective rate of 5.2% per annum.

The credit facility will be secured by mortgages on all of our vessels, assignments of earnings and insurances and pledges over our bank accounts. We will be the borrower under the credit facility, and each of our vessel owning subsidiaries will guarantee our obligations under the credit facility.

Please see the section of this prospectus entitled "Our Credit Facility" for additional information regarding our credit facility.

The Offering

Issuer	Double Hull Tankers, Inc., a newly incorporated Marshall Islands company.

Common stock offered to the public in this offering	20,000,000 shares
Common stock to be outstanding immediately after this offering	30,005,000 shares
Use of Proceeds	We estimate that the net proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses, will be approximately $279.9 million. We intend to use all of these net proceeds, together with borrowings of $236 million under our credit facility (before estimated debt issuance costs of approximately $1.6 million) and 9,999,900 shares of our common stock, to acquire the seven vessels in our fleet from wholly owned subsidiaries of OSG.
Over-allotment option	The selling stockholder, OSG International, Inc., has granted the underwriters the right to purchase up to 3,000,000 shares of our common stock to cover over-allotments. We will not receive any of the proceeds from any exercise of the over-allotment option.
Proposed NYSE Symbol	"DHT"
Risk Factors	See "Risk Factors" beginning on page 10 of this prospectus for a discussion of factors that you should carefully consider before deciding to invest in shares of our common stock.

Summary Combined Financial and Other Data

We present below our summary combined financial and other data as of and for each of the periods indicated. You should read the information set forth below in conjunction with "Selected Combined Financial and Other Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical predecessor combined carve-out financial statements and notes thereto included elsewhere in this prospectus. The unaudited pro forma financial information presented below has been prepared as if we had completed this offering, acquired our initial fleet of seven vessels and entered into our charter arrangements and ship management agreements with OSG's subsidiaries and our financing arrangements with The Royal Bank of Scotland as of January 1, 2004. Such information is provided for illustrative purposes only and does not represent what our results of operations or financial position would actually have been if the transactions had in fact occurred on those dates and is not representative of our results of operations or financial position for any future periods. Please see the section of this prospectus entitled "Unaudited Pro Forma Financial and Other Data" and, in particular the notes thereto, for a detailed explanation of the adjustments to our predecessor financial statements that were made to produce the pro forma information presented here.

	Year ended December 31,			Pro forma December 31, 2004	Six months ended June 30,		Pro forma June 30, 2005
	2002	2003	2004		2004	2005	
	(in thousands, except per share data, fleet data and average daily time charter equivalent rates)						
Statement of operations data:							
Time charter equivalent revenues	$ 31,347	$ 65,840	$ 135,966	$95,983	$ 57,961	$ 60,285	$ 49,101
Income from vessel operations	3,017	35,364	95,335	59,190	38,629	39,739	30,670
Net income (loss)	(4,763)	29,431	86,690	46,140	34,441	36,697	24,145
Pro forma net income per share—basic and diluted[1]	—	—	3.92	—	—	1.66	—
Balance sheet data (at end of period):							
Total assets	372,783	376,193	388,518	—	—	366,989	349,240
Stockholders' equity	8,393	37,604	124,798	—	—	275,168	113,240
Cash flow data:							
Net cash provided by operating activities	5,335	41,273	87,988	—	41,442	59,235	—
Fleet data:							
Number of tankers owned (at end of period)	5	6	7	7	7	7	7
Revenue days[2]	1,780	1,887	2,451	2,451	1,219	1,236	1,236
Average daily time charter equivalent rate[3]:							
VLCCs	18,679	41,786	77,422	53,289	66,499	64,645	53,468
Aframaxes	16,005	25,463	38,831	28,448	32,426	36,420	29,029

(1) Pro forma earnings per share give effect to our issuance of 22,097,186 shares at an assumed initial public offering price of $15 per share (representing the midpoint of the price range set forth on the cover of this prospectus), which, if issued, would have generated net proceeds in an amount that would have been sufficient to fund our payment of a $316.7 million deemed distribution to OSG, which represents the excess of the estimated $664.3 million purchase price of our seven vessels over their historical book value at June 30, 2005.

(2) Revenue days consist of the aggregate number of calendar days in a period in which our vessels are owned by us less days on which a vessel is off hire. Off hire days are days a vessel is unable to perform the services for which it is required under a time charter. Off hire days include days spent undergoing repairs and drydockings, whether or not scheduled.

(3) Average daily time charter equivalent rates, or TCE rates, are a standard industry measure of daily revenue performance. We calculate TCE rates by dividing our time charter equivalent revenues in a period by the number of revenue days in the period. Time charter equivalent revenues represent shipping revenues less voyage expenses. Voyage expenses consist of cost of bunkers (fuel), port and canal charges and brokerage commissions.

Our principal executive offices are located at 26 New Street, St. Helier, Jersey JE23RA, the Channel Islands. Our telephone number is +44 (0) 1534 639759.

ENFORCEABILITY OF CIVIL LIABILITIES

Double Hull Tankers, Inc. is a Marshall Islands company and our principal executive offices are located outside the United States in Jersey, the Channel Islands. A majority of our directors and officers and certain of the experts named in the prospectus reside outside the United States. In addition, a substantial portion of our assets and the assets of our directors, officers and certain of our experts are located outside the United States. As a result, you may have difficulty serving legal process within the United States upon us or any of these persons. You may also have difficulty enforcing, both in and outside the United States, judgments you may obtain in United States courts against us or these persons in any action, including actions based upon the civil liability provisions of United States federal or state securities laws. Furthermore, it is uncertain whether the courts of the Marshall Islands would enter judgments in original actions brought in those courts predicated on United States federal or state securities laws.

INDUSTRY AND MARKET DATA

Maritime Strategies International Ltd., or MSI, an independent consulting company, has provided us with statistical data regarding the tanker industry that we use in the discussion of the tanker industry contained in the section of this prospectus entitled "The International Tanker Industry." MSI has advised us that the statistical information contained herein is drawn from its database and a number of industry sources. MSI's methodologies for collecting data, and therefore the data collected, may differ from those of other sources, and its data does not reflect all of the actual transactions occurring in the market. MSI's data compilation is subject to limited audit and validation procedures by MSI, and neither we nor any of our affiliates have independently verified this data. We believe that the information and data supplied by MSI is accurate in all material respects and we have relied upon such information for purposes of this prospectus. In addition, MSI has confirmed to us, and we believe that this information is a general, accurate description of the international tanker industry.

Risk Factors

You should carefully consider the following information about risks, together with the other information contained in this prospectus before making an investment in our common stock. Some of the following risks relate principally to us and our business and the industry in which we operate. Other risks relate principally to the securities market and ownership of our shares. If any of the circumstances or events described below actually arise or occur, our business, results of operations, financial condition and cash available for dividends could be materially adversely affected. In any such case, the market price of our common stock could decline, and you could lose all or part of your investment.

RISKS RELATING TO OUR COMPANY

We cannot assure you that we will pay any dividends.

We intend to pay dividends on a quarterly basis commencing in February 2006 in amounts determined by our board of directors. We expect our dividends will be substantially equal to the available cash from our operations during the previous quarter, less cash expenses and any reserves established by our board of directors. We expect that most of such expenses will initially be fixed and will consist primarily of technical management fees payable under our ship management agreements, directors' fees, salaries and benefits of our executive officers, payments of insurance premiums, vessel taxes, payments of interest on $236 million of floating rate indebtedness that will be outstanding under our credit facility, which we expect to swap for fixed rates on or shortly after the completion of this offering, payments of commitment fees and other financing costs under our credit facility, and other general and administrative expenses. There can be no assurance that we will not have other cash expenses or liabilities, including extraordinary expenses, which could include the costs of claims and related litigation expenses. There can be no assurance that the amounts currently anticipated or assumed (in the case of interest rates) for any of the items set forth above will not increase, that we will not have to fund any required capital expenditures for our vessels or that we will not be subject to other circumstances that reduce or eliminate the amount of cash that we have available for the payment of dividends. In addition, we may acquire additional vessels, which may not benefit from the same chartering and management arrangements that we have for our initial fleet of seven vessels. Although our board does not currently anticipate establishing any reserves, there can be no assurance that our board of directors will determine not to establish reserves or otherwise change our dividend policy.

The amounts of future dividends set forth under "Prospectus Summary" and "Dividend Policy" represent only estimates of future dividends based on our charter contracts, ship management agreements, estimates of our other expenses and the other matters and assumptions set forth therein and assume that none of our expenses will increase during the periods presented in the table. The timing and amount of future dividends, if any, could be affected by various factors, including our earnings, financial condition and anticipated cash requirements, the loss of a vessel, the acquisition of one or more vessels, required capital expenditures, reserves established by our board of directors, increased or unanticipated expenses, including insurance premiums, a change in our dividend policy, increased borrowings, future issuances of securities or the other risks described in this section of the prospectus, many of which will be beyond our control. In addition, the declaration of dividends is subject at all times to the discretion of our board of directors. As a result, the amount of dividends actually paid may vary from the amounts currently estimated and such variations may be material. Also, these factors could result in a high degree of variability from period to period in the amount of cash that we have available for the payment of dividends.

Our ability to pay dividends is limited by our credit facility.

In connection with this offering, we intend to enter into a $401 million secured credit facility with The Royal Bank of Scotland that is expected to consist of a $236 million term loan, a $150 million vessel acquisition facility and a $15 million working capital facility. Our credit facility provides that we may not pay dividends if the charter-free market value of our vessels that secure the credit facility is less than 135% of our borrowings under the facility plus the actual or notional cost of terminating any interest rate swaps that we enter, if there is a continuing default under the credit facility or if the payment of the dividend would result in a default or breach of a loan covenant. Please see the section of this prospectus entitled "Our Credit Facility." Our ability to declare and pay dividends will therefore depend on whether we are in compliance with our credit facility, the market value of our vessels and the value of our swap agreements. Because we do not expect to be required, and do not expect to make, any principal payments during the first five years of the credit facility, the difference between the market value of our vessels and the outstanding borrowings under our credit facility may decrease over time, as vessels generally decrease in value as they age.

Therefore, our ability to comply with our financial ratio covenants and to make dividend payments under our credit facility may decrease as the facility approaches its fifth anniversary. In addition, following the fifth anniversary of the credit facility, we will be required to make principal repayments of approximately $6 million per quarter on the term loan until its final maturity in 2015, when a final payment of approximately $121 million will be due. We will also be required to begin making principal repayments of our indebtedness, if any, that may then be outstanding under the vessel acquisition facility and the working capital facility. Therefore, unless we are able to refinance borrowings under our credit facility with new indebtedness that has a later maturity date, following the fifth anniversary of the credit facility, the amount of cash that we will have available to pay as dividends in any period will be decreased by the amount of any principal repayments that we are required to make.

We cannot assure you that we will be able to borrow amounts under our credit facility, and restrictive covenants in our credit facility may impose financial and other restrictions on us.

We expect our credit facility with The Royal Bank of Scotland to include a $15 million vessel acquisition facility and a $150 million working capital facility. We may borrow amounts under the acquisition facility from time to time in connection with future vessel acquisitions and, if necessary, borrow amounts under the working capital facility to fund our liquidity needs. Our ability to borrow amounts under these facilities will be subject to the execution of customary documentation, including security documents, satisfaction of certain customary conditions precedent and compliance with terms and conditions included in the loan documents. Our ability to borrow amounts under the vessel acquisition facility will also be subject to, among other things, all of our borrowings under the credit facility not exceeding 65% of the charter-free market value of the vessels that secure our obligations under the credit facility, calculated as though we had completed the subject transaction. Our ability to borrow under the vessel acquisition facility, in each case, will be subject to the vessel's age, size and hull type meeting certain criteria and our lender's approval of the vessel acquisition. Our lender's approval of the vessel acquisition will be based on the lender's satisfaction of the vessel's ability to generate earnings that are sufficient to fund related principal payments as they become due and our ability to raise additional capital through equity issuances in amounts acceptable to our lender. To the extent that we are not able to satisfy these requirements, including as a result of a decline in the value of our vessels, we may not be able to draw down the full amount of the vessel acquisition facility without obtaining a waiver or consent from the lender.

The credit facility will impose additional operating and financial restrictions on us. These restrictions may limit our ability to, among other things:

- pay dividends if the charter-free market value of our vessels that secure our obligations under the credit facility is less than 135% of our borrowings under the credit facility plus the notional or actual cost of terminating any interest rates swaps to which we are a party, if there is a continuing default under the credit facility or if the payment of the dividend would result in a default or breach of a loan covenant. As of September 20, 2005, the charter-free market values of our vessels were appraised as follows: the *Overseas Ann* and the *Overseas Chris* at $127.5 million, the *Regal Unity* at $110 million, the *Overseas Cathy* and the *Overseas Sophie* at $65 million and the *Rebecca* and the *Ania* at $52 million, or, in the aggregate, approximately 254% of the borrowings under our credit facility that we expect to be outstanding upon the completion of this offering;
- incur additional indebtedness, including through the issuance of guarantees;
- change the management of our vessels without the prior consent of the lender;
- permit liens on our assets;
- sell our vessels;
- merge or consolidate with, or transfer all or substantially all our assets to, another person;
- enter into certain types of charters; and
- enter into a new line of business.

Therefore, we may need to seek permission from our lender in order to engage in some corporate actions. Our lender's interests may be different from ours and we cannot guarantee that we will be able to obtain our lender's permission when needed. This may limit our ability to pay dividends to you, finance our future operations, make acquisitions or pursue business opportunities.

We cannot assure you that we will be able to refinance any indebtedness incurred under our credit facility.

We cannot assure you that we will be able to refinance our indebtedness on terms that are acceptable to us or at all. The actual or perceived credit quality of our charterers, any defaults by them, and the market value of our fleet, among other things, may materially affect our ability to obtain new debt financing. In addition, our charters include provisions that will generally require us to use our best efforts to (i) negotiate security provisions with future lenders that would allow the charterers to continue their use of our vessels so long as they comply with their charters, regardless of any default by us under the loan agreement or the charters and (ii) arrange for future lenders to allow the charterers to purchase their loans and any related security at par if we default on our obligations under our charters or their loans. These provisions may make it more difficult for us to obtain acceptable financing in the future, increase the costs of any such financing to us or increase the time that it takes to refinance our indebtedness. If we are not able to refinance our indebtedness, we will have to dedicate a portion of our cash flow from operations to pay the principal and interest of our indebtedness. We cannot assure you that we will be able to generate cash flow in amounts that are sufficient for these purposes. If we are not able to satisfy our debt service obligations with our cash flow from operations, we may have to sell our assets. If we are unable to meet our debt obligations for any reason, our lenders could declare their debt, together with accrued interest and fees, to be immediately due and payable and foreclose on vessels in our fleet, which could result in the acceleration of other indebtedness that we may have at such time and the commencement of similar foreclosure proceedings by other lenders.

Our ability to pay dividends is limited by Marshall Islands law.

Marshall Islands law generally prohibits the payment of dividends other than from surplus (retained earnings and the excess of consideration received for the sale of shares above the par value of the shares) or while a company is insolvent or would be rendered insolvent by the payment of such a dividend. For purposes of accounting for the purchase of our vessels, we will be deemed to be under common control with OSG at the time of this offering. We will therefore treat the excess of the purchase price received by OSG for our vessels over $347.6 million (our carryover basis in the vessels at June 30, 2005) as a deemed distribution to OSG, which will reduce our surplus account by a corresponding amount. This accounting treatment, which would not apply to a third party purchaser of the vessels, may adversely affect our ability to pay dividends, as compared to a third party purchaser, by reducing the surplus from which we may pay dividends.

We are highly dependent on the charterers and OSG.

All of our vessels are chartered to wholly owned subsidiaries of OSG, which we refer to collectively as the charterers. The charterers' payments to us under the charters are our sole source of revenue. OSG has guaranteed the payment of charter hire by the charterers. We are highly dependent on the performance by the charterers of their obligation under the charters. Any failure by the charterers or OSG, as the guarantor of charter hire payments, to perform their obligations would materially and adversely affect our business, financial position and cash available for the payment of dividends. Our stockholders do not have any direct recourse against the charterers or OSG.

We may have difficulty managing our planned growth.

We intend to grow our fleet by acquiring additional vessels in the future. Our future growth will primarily depend on:

–> locating and acquiring suitable vessels;

–> identifying and consummating acquisitions or joint ventures;

–> adequately employing any acquired vessels;

–> managing our expansion; and

–> obtaining required financing on acceptable terms so that the acquisition is accretive to earnings and dividends per share.

Growing any business by acquisition presents numerous risks, such as undisclosed liabilities and obligations, the possibility that indemnification agreements will be unenforceable or insufficient to cover potential losses and difficulties associated with imposing common standards, controls, procedures and policies, obtaining additional qualified personnel, managing relationships with customers and integrating newly acquired assets and operations into existing infrastructure. Although we generally would expect to employ any acquired vessels under the same chartering and management arrangements that we have negotiated with OSG and its subsidiaries for the seven vessels that we will acquire in connection with this offering, neither OSG nor any of its subsidiaries is obligated to charter or manage any vessels that we acquire. We cannot give any assurance that we will be successful in executing our growth plans, that we will be able to employ acquired vessels under charters or ship management agreements with similar or better terms than those we have obtained from OSG and its subsidiaries or that we will not incur significant expenses and losses in connection with our future growth.

Our dividend policy is subject to change at the discretion of our board of directors.

We currently intend to distribute all of our available cash from our operations, less cash expenses, to our stockholders in the form of dividends. Currently, we do not anticipate that our board will establish any reserves. However, our dividend policy is subject to change at any time at the discretion of our board and our board may elect to change our dividend policy by establishing a reserve for, among other things, the repayment of our credit facility or to help fund the acquisition of a vessel. It is likely that our board would establish a reserve to repay indebtedness if, as the maturity of our credit facility approaches in 2015, it becomes clear that refinancing terms, or the terms of a vessel sale, are unacceptable or inadequate. If our board were to establish such a reserve, the amount of cash available for dividend payments would decrease by the amount of the reserve.

Agreements between us and OSG and its affiliates may be less favorable than agreements that we could obtain from unaffiliated third parties.

The memoranda of agreement, the charters, the ship management agreements and the other contractual agreements we have with OSG and its affiliates were made in the context of an affiliated relationship and were negotiated in the overall context of the public offering of our shares, the purchase of our vessels and other related transactions. Because we were a wholly owned subsidiary of OSG prior to the completion of this offering, the negotiation of the memoranda of agreement, the charters, the ship management agreements and our other contractual arrangements may have resulted in prices and other terms that are less favorable to us than terms we might have obtained in arm's length negotiations with unaffiliated third parties for similar services.

Our charters begin to expire in 2010 unless extended at the option of the charterers, and we may not be able to re-charter our vessels profitably.

Four of our charters expire approximately six years after the date of delivery of the chartered vessel to us and three expire approximately five years following such date, unless in each case extended at the option of the applicable charterer for additional one-, two- or three-year periods. The charterers have the sole discretion to exercise those options. We cannot predict whether the charterers will exercise any of their extension options under one or more of the charters. The charterers will not owe any fiduciary or other duty to us or our stockholders in deciding whether to exercise the extension options, and the charterers' decisions may be contrary to our interests or those of our stockholders.

We cannot predict at this time any of the factors that the charterers will consider in deciding whether to exercise any of their extension options under the charters. It is likely, however, that the charterers would consider a variety of factors, which may include the age and specifications of the chartered vessel, whether the vessel is surplus or suitable to the charterer's requirements and whether more competitive charter hire rates are available to the charterers in the open market at that time.

If the charterers decide not to extend our current charters, we may not be able to re-charter our vessels with terms similar to the terms of our charters. We may also employ the vessels on the spot charter market, which is subject to greater rate volatility than the long-term time charter market in which we operate. If we

receive lower charter rates under replacement charters or are unable to re-charter all of our vessels, the amounts that we have available, if any, to pay distributions to our stockholders may be significantly reduced or eliminated.

If a time charter is renewed, the charter terms providing for profit sharing will remain in effect and the charterer, at the time of exercise, will have the option to select a basic charter rate that is equal to (i) 5% above the published one-, two- or three-year time charter rate (corresponding to the extension length) for the vessel's class, as decided by a shipbrokers panel, or (ii) the basic hire rate set forth in

the charter. The shipbrokers panel will be The Association of Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and the charterer. If a charterer were to renew a charter, the renewal charter rate could be lower than the charter rate in existence prior to the renewal. Furthermore, if our charters were to be renewed, we would not be able to take full advantage of more favorable spot market rates, should they exist at the time of renewal. As a result, the amounts that we have available, if any, to pay distributions to our stockholders could be significantly reduced.

Our vessels, which currently operate in pools, may cease operating in those pools.

Our three VLCCs currently participate in the Tankers International Pool, which consists of OSG and eight other tanker companies, and our four Aframax tankers currently participate in the Aframax International Pool, which has seven members, including OSG. In a pooling arrangement, the net revenues generated by all of the vessels in a pool are aggregated and distributed to pool members pursuant to a pre-arranged weighting system that recognizes each vessel's earnings capacity based on its cargo capacity, speed and consumption, and actual on-hire performance. The charterers currently operate our VLCCs in the Tankers International Pool and our Aframaxes in the Aframax International Pool. Under our charters, we are entitled to share in the revenues that the charterers realize from operating our vessels in these pools in excess of the basic hire paid to us. Pooling arrangements are intended to maximize tanker utilization. Although OSG has indicated that it intends to keep all of our vessels in the pooling arrangements they are currently in, we cannot assure you that OSG will continue to use pooling arrangements for our vessels or any of the vessels it manages. Further, because OSG voluntarily participates in the pools, we cannot predict whether the pools our vessels participate in will continue to exist in the future. If for any reason our vessels cease to participate in a pooling arrangement, their utilization rates could fall and the amount of additional hire paid could decrease, either of which could have an adverse affect on our results of operations and our ability to pay dividends.

If Tanker Management opts to terminate any or all of our management agreements upon 90 days notice beginning in October 2007, our operating expenses could materially increase.

Under our ship management agreements, Tanker Management, a wholly owned subsidiary of OSG, is responsible for all of the technical and operational management of our vessels and receives a technical management fee for its services. Each ship management agreement with Tanker Management is coterminous with the charter for the same vessel, but is cancelable by Tanker Management for any reason upon 90 days notice following the second anniversary of the agreement. In addition, we may terminate the ship management agreements for any reason at any time upon 90 days advance notice. Each charterer has the right to approve any replacement manager that we select; however, the approval may not be unreasonably withheld. In addition, each charterer has the right to cause us to change the manager of its vessel under certain circumstances if it is dissatisfied with the manager's performance. In the event the ship management agreements are terminated in two years by Tanker Management or sooner by us, we cannot assure you that we would be able to obtain similar fixed rate terms from another manager. In addition, if we terminate the ship management agreements, we may be required to pay drydocking expenses that have been incurred by Tanker Management, which could be substantial, to the extent those expenses have not been recouped through the drydock component of the technical management fee. If we incur greater expenses under replacement management agreements or due to the termination of our ship management agreements, the amounts that we have available, if any, to pay distributions to our stockholders could be significantly reduced or eliminated.

Because we are a newly formed company with no separate operating history, our historical financial and operating data may not be representative of our future results.

We are a newly incorporated company with no individual operating history. Four of the vessels we will purchase from OSG were delivered to OSG between 2001 and 2004, one was delivered in 1997 and the remaining two were delivered in 1994. The historical predecessor combined carve-out financial statements included in this prospectus have been prepared on a carve-out basis and reflect the historical business activities of OSG relating to our vessels. These predecessor financial statements do not reflect the results we would have obtained under our current fixed rate long-term charters, ship management agreements and our financing arrangements and in any event are not a meaningful representation of our future results of operations. Our unaudited pro forma financial information has been prepared as if we had completed this offering, acquired our initial fleet of seven vessels and entered into our current charter arrangements, ship management agreements and financing arrangements as of January 1, 2004. Such information is provided for illustrative purposes only and does not represent what our results of operations or financial position would actually have been if the transactions had in fact occurred on those dates and is not representative of our results of operations or financial position for any future periods. There will likely be variations between our future operating results and our pro forma financial information and such variations may be material.

We do not intend to perform underwater inspections of our vessels.

Although we have performed physical inspections of the vessels, we do not intend to perform any underwater inspections either prior to or after their delivery. As a result, we will not be aware of any damage to the vessel that may exist at the time of delivery and which could only be discovered through an underwater inspection. We have agreed to purchase the vessels on an "as is" basis, subject to OSG being responsible for any class condition or recommendation that is found to have existed prior to delivery of the vessels. However, if any damage is found, it may be difficult to prove that such damage existed prior to delivery of the vessel, in which case we could incur substantial costs both to repair the damage and in seeking reimbursement for such costs.

OSG's other business activities may create conflicts of interest.

Under our charter arrangements with OSG, we are entitled to receive variable additional hire in amounts based on whether a vessel is part of a pooling arrangement, is subchartered by the charterer under a time charter or is used on the spot market. OSG currently operates, and we expect the charterers to continue

to operate, our VLCCs in the Tankers International Pool and our Aframaxes in the Aframax International Pool. When operated in a pool, chartering decisions are made by the pool manager and vessel earnings are based on a formula designed to allocate the pool's earnings to vessel owners based on attributes of the vessels they contributed, rather than amounts actually earned by those vessels. For these reasons, it is unlikely that a conflict of interest will arise between us and OSG while our vessels are operated in a pool. However, if OSG withdraws from a pool or our vessels cease operating in a pool for any other reasons, chartering decisions will effectively be made by OSG. Although our time charter arrangements expressly prohibit OSG from giving preferential treatment to any of the other vessels owned, managed by or under the control of OSG or its affiliates when subchartering any of our vessels, conflicts of interest may arise between us and OSG in the allocation of chartering opportunities that could reduce our additional hire, particularly if our vessels are subchartered by OSG in the time charter market outside of a pool.

We are leveraged and subject to restrictions in our financing agreements that impose constraints on our operating and financing flexibility.

We intend to enter into a $401 million secured credit facility under which we will initially borrow approximately $236 million under a term loan to finance a portion of the cash purchase price for our vessels. In addition, we will have available to us under the same facility a $15 million working capital line of credit and a $150 million vessel acquisition line of credit. We will be required to apply a substantial portion of our cash flow from operations to the payment of interest on borrowings under the facility. Our credit facility, which will be secured by, among other things, mortgages over all of our vessels, assignments of earnings and insurances and pledges over our bank accounts, is expected to require that we comply with various operating covenants and maintain certain financial ratios, including that the charter-free market value of our vessels that secure the credit facility be no less than 120% of our borrowings plus the actual or notional cost of terminating any swap agreements that we enter in order for us to satisfy collateral maintenance requirements and that the charter-free market value of our vessels that secure the credit facility be no less than 135% of our borrowings plus the actual or notional cost of terminating any swap agreement that we enter in order for us to pay dividends. We will pay a floating rate of interest under our credit facility. We intend to use one or more interest rate swaps that we will enter on or shortly after the completion of this offering to manage our interest rate exposure on the term loan, which could result in our losing the benefit of lower interest costs if interest rates decline.

We are a holding company, and we depend on the ability of our subsidiaries to distribute funds to us in order to satisfy our financial and other obligations.

We are a holding company, and have no significant assets other than the equity interests in our subsidiaries. Our subsidiaries own all of our vessels, and payments under our charters will be made to our subsidiaries. As a result, our ability to pay dividends depends on the performance of our subsidiaries and their ability to distribute funds to us. Our ability or the ability of our subsidiaries to make these distributions could be affected by a claim or other action by a third party, including a creditor, or by Marshall Islands law which regulates the payment of dividends by companies. If we are unable to obtain funds from our subsidiaries, we will not be able to pay dividends.

Certain adverse U.S. federal income tax consequences could arise for U.S. holders.

A foreign corporation will be treated as a "passive foreign investment company," or PFIC, for U.S. federal income tax purposes if either (1) at least 75% of its gross income for any taxable year consists of certain types of "passive income" or (2) at least 50% of the average value of the corporation's assets produce or are held for the production of those types of "passive income." For purposes of these tests, "passive income" includes dividends, interest, and gains from the sale or exchange of investment property and rents and royalties other than rents and royalties which are received from unrelated parties in connection with the active conduct of a trade or business. For purposes of these tests, income derived from the performance of services does not constitute "passive income." U.S. stockholders of a PFIC are subject to a disadvantageous U.S. federal income tax regime with respect to the income derived by the PFIC, the distributions they receive from the PFIC and the gain, if any, they derive from the sale or other disposition of their shares in the PFIC. In particular, U.S. holders who are individuals would not be eligible for the 15% tax rate on qualified dividends.

Based on our operations and representations made by OSG, including representations that certain terms of the ship management agreements and the charters with OSG's subsidiaries are consistent with normal commercial practice, our tax counsel believes that it is more likely than not that we are not currently a PFIC. In this regard, we intend to treat the gross income we derive or are deemed to derive from our time chartering activities as services income, rather than rental income. Accordingly, our tax

counsel believes that it is more likely than not that our income from our time chartering activities does not constitute "passive income," and that the assets we own and operate in connection with the production of that income do not constitute passive assets.

There is, however, no direct legal authority under the PFIC rules addressing our current and projected future operations. In addition, tax counsel's opinion is based on representations of OSG that have not been reviewed by the U.S. Internal Revenue Service, or IRS. Accordingly, no assurance can be given that the IRS or a court of law will accept our tax counsel's position, and there is a risk that the IRS or a court of law could determine that we are a PFIC. Moreover, no assurance can be given that we would not constitute a PFIC for any future taxable year if there were to be changes in the nature and extent of our operations.

If the IRS were to find that we are or have been a PFIC for any taxable year, our U.S. stockholders will face adverse U.S. tax consequences. Under the PFIC rules, unless those stockholders make an election available under the Internal Revenue Code of 1986, as amended, or the Code, such stockholders would be liable to pay U.S. federal income tax at the then prevailing income tax rates on ordinary income plus interest upon excess distributions and upon any gain from the disposition of our common stock, as if the excess distribution or gain had been recognized ratably over the stockholder's holding period of our common stock. The 15% maximum tax rate for individuals would not be available for this calculation. See "Tax Considerations—United States Federal Income Taxation of Our Company" for a more comprehensive discussion of the U.S. federal income tax consequences to U.S. stockholders if we are treated as a PFIC.

In addition, even if we are not a PFIC, under proposed legislation, dividends of a corporation incorporated in a country without a "comprehensive income tax system" paid to U.S. individuals would not be eligible for the 15% tax rate. Although the term "comprehensive income tax system" is not defined in the proposed legislation, we believe this rule would apply to us because we are incorporated in the Marshall Islands.

Our operating income could fail to qualify for an exemption from U.S. federal income taxation, which will reduce our cash flow.

Under the Code, 50% of the gross shipping income of a vessel owning or chartering corporation, such as ourselves and our subsidiaries, that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States is characterized as U.S. source shipping income and such income is subject to a 4% U.S. federal income tax without allowance for any deductions, unless that corporation qualifies for exemption from tax under Section 883 of the Code and the Treasury regulations promulgated thereunder in August of 2003.

Both before and after this offering, we expect that we will qualify for this statutory tax exemption and we will take this position for U.S. federal income tax return reporting purposes. However, there are factual circumstances beyond our control that could cause us to lose the benefit of this tax exemption after this offering and thereby become subject to U.S. federal income tax on our U.S. source income. For example, if stockholders with a 5% or greater interest in our stock, including OSG, were to collectively own 50% or more of the outstanding shares of our stock on more than half the days during the taxable year, we might not be able to qualify for exemption under Code Section 883. Due to the factual nature of the issues involved, we can give no assurances on our tax-exempt status after the offering.

If we are not entitled to this exemption under Section 883 for any taxable year, we would be subject for those years to a 4% United States federal income tax on our U.S. source shipping income. The imposition of this taxation could have a negative effect on our business and would result in decreased earnings available for distribution to our stockholders.

We may be subject to taxation in the United Kingdom, which could have a material adverse affect on our results of operations.

If we were considered to be a resident of the United Kingdom or to have a permanent establishment in the United Kingdom, all or a part of our profits could be subject to UK corporate tax, which currently has a maximum rate of 30%. We intend to operate in a manner so that we do not have a permanent establishment in the United Kingdom and so that we are not resident in the United Kingdom, including by locating our principal place of business outside the United Kingdom, requiring our executive officers to be outside of the United Kingdom when making any material decision regarding our business or affairs and by holding all of our board meetings outside of the United Kingdom. However, because certain of our executive officers and directors reside in the United Kingdom, and because UK statutory and case law fail to definitively identify the activities that constitute a trade being carried on in the United Kingdom through a permanent establishment, the UK taxing authorities may contend that we are subject to UK corporate tax. If the UK taxing authorities made such a contention, we could incur substantial legal costs defending our position, and, if we were unsuccessful in our defense, our results of operations would be materially adversely affected.

RISKS RELATING TO OUR INDUSTRY

Vessel values and charter rates have recently been at or near historically high levels, and significant decreases in values or rates could adversely affect our financial condition and results of operations.

The tanker industry historically has been highly cyclical and both charter rates and vessel values have recently reached historical peaks. If the tanker industry is depressed in the future when our charters expire or at a time when we may want to sell a vessel, our earnings and available cash flow may decrease. Our ability to re-charter our vessels on the expiration or termination of the charters and the charter rates payable under any renewal or replacement charters will depend upon, among other things, economic conditions in the tanker market at that time. Fluctuations in charter rates and vessel values result from changes in the supply and demand for tanker capacity and changes in the supply and demand for oil and oil products. Currently, vessel values are at or near historically high levels while charter rates have receded from their historical peaks in the fourth quarter of 2004. There can be no assurance that vessel values will not decline from current levels or that charter rates will be sufficient to provide us with additional hire payments.

The highly cyclical nature of the tanker industry may lead to volatile changes in charter rates and vessel values, which may adversely affect our earnings.

Factors affecting the supply and demand for tankers are outside of our control, and the nature, timing and degree of changes in industry conditions are unpredictable and may adversely affect the values of our vessels and result in significant fluctuations in the amount of additional hire we earn, which could result in significant fluctuations in our quarterly results. The factors that influence the demand for tanker capacity include:

–> demand for oil and oil products, which affect the need for tanker capacity;

–> global and regional economic and political conditions which among other things, could impact the supply of oil as well as trading patterns and the demand for various types of vessels;

–> changes in the production of crude oil, particularly by OPEC and other key producers, which impact the need for tanker capacity;

–> developments in international trade;

–> changes in seaborne and other transportation patterns, including changes in the distances that cargoes are transported;

–> environmental concerns and regulations;

–> weather; and

–> competition from alternative sources of energy.

The factors that influence the supply of tanker capacity include:

–> the number of newbuilding deliveries;

–> the scrapping rate of older vessels;

–> the number of vessels that are out of service; and

–> environmental and maritime regulations.

An oversupply of new vessels may adversely affect charter rates and vessel values.

If the capacity of new ships delivered exceeds the capacity of tankers being scrapped and lost, tanker capacity will increase. In addition, the newbuilding order book for the next five years equaled 26.3% of the existing world tanker fleet as of July 1, 2005 and we cannot assure you that the order book will not increase further in proportion to the existing fleet. If the supply of tanker capacity increases and the demand for tanker capacity does not increase correspondingly, charter rates could materially decline and the value of our vessels could be adversely affected.

The amount of additional hire that we receive under our charter arrangements, if any, will generally depend on prevailing spot market rates, which are volatile.

Our initial fleet of seven vessels will be operated under time charters with the charterers, and additional hire will be paid to us pursuant to a charter framework agreement entered among us and OIN and each of our and its subsidiaries. We will receive a fixed minimum daily basic charter rate and may receive additional hire under these charter arrangements. Additional hire, if any, will be paid quarterly in arrears. The amount of additional hire is subject to variation depending on the charter hire received by the charterers through their pooling arrangements, or if a vessel is not operated in a pool, charter rates in the time charter or spot charter markets, each of which is highly dependent on general tanker market conditions. We cannot assure you that we will receive additional hire for any quarter.

Terrorist attacks and international hostilities can affect the tanker industry, which could adversely affect our business.

Additional terrorist attacks like those in New York on September 11, 2001 and in London on July 7, 2005, the outbreak of war or the existence of international hostilities could damage the world economy, adversely affect the availability of and demand for crude oil and petroleum products and adversely affect our ability to re-charter our vessels on the expiration or termination of the charters and the charter rates payable under any renewal or replacement charters. We conduct our operations internationally, and our business, financial condition and results of operations may be adversely affected by changing economic, political and government conditions in the countries and regions where our vessels are employed. Moreover, we operate in a sector of the economy that is likely to be adversely impacted by the effects of political instability, terrorist or other attacks, war or international hostilities.

Our vessels call on ports located in countries that are subject to restrictions imposed by the U.S. government, which could negatively affect the trading price of our common stock.

From time to time, vessels in our fleet call on ports located in countries subject to sanctions and embargoes imposed by the U.S. government and countries identified by the U.S. government as state sponsors of terrorism, such as Libya, Syria and Iran. From January 2003 through June 2005, vessels in our fleet have, while operating in pools, made 12 calls to ports in Libya, Syria and Iran out of a total of 282 calls on worldwide ports. Libya currently is not subject to economic sanctions imposed by the U.S. government, but continues to be identified as a state sponsor of terrorism. Syria and Iran continue to be subject to sanctions and embargoes imposed by the U.S. government and are identified by the U.S. government as state sponsors of terrorism. Although these sanctions and embargoes do not prevent our vessels from making calls to ports in these countries, potential investors could view such port calls negatively, which could adversely affect our reputation and the market for our common stock.

The value of our vessels, which are at or near historically high levels, may be depressed at a time and in the event that we sell a vessel.

Tanker values have generally experienced high volatility and values are currently at or near historically high levels. Investors can expect the fair market value of our tankers to fluctuate, depending on general economic and market conditions affecting the tanker industry and competition from other shipping companies, types and sizes of vessels and other modes of transportation. In addition, although four of our seven tankers were built in 2001 or more recently, as vessels grow older, they generally decline in value. These factors will affect the value of our vessels at the time of any vessel sale. If for any reason we sell a tanker at a time when tanker prices have fallen, the sale may be at less than the tanker's carrying amount on our financial statements, with the result that we would also incur a loss on the sale and a reduction in earnings and surplus, which could reduce our ability to pay dividends.

Vessel values may be depressed at a time when we are required to make a repayment under our credit facility, or when our credit facility matures, which could adversely affect our liquidity and our ability to refinance our credit facility.

In the event of the sale or loss of a vessel, our credit facility requires us to prepay the facility in an amount proportionate to the market value of the sold or lost vessel compared with the total market value of all of our vessels before such sale or loss. If vessel values are depressed at such a time, our liquidity could be adversely affected as the amount that we are required to repay could be greater than the proceeds we receive from a sale. In addition, declining tanker values could adversely affect our ability to refinance our credit facility at its maturity in 2015, as the amount that a new lender would be willing to lend on the same terms may be less than the amount we owe under the expiring facility.

We operate in the highly competitive international tanker market which could affect our financial position if the charterers do not renew our charters.

The operation of tankers and transportation of crude oil and petroleum products are extremely competitive. Competition arises primarily from other tanker owners, including major oil companies, as well as independent tanker companies, some of whom have substantially larger fleets and substantially greater resources than we do. Competition for the transportation of oil and oil products can be intense and depends on price, location, size, age, condition and the acceptability of the tanker and its operators to the charterers. During the term of our charters with the charterers, our exposure to this competition is limited because of the predominantly fixed rate nature of our time charters. In the event that the charterers do not renew the charters when they expire (beginning in 2010) or terminate the

charters for any reason, we will have to compete with other tanker owners, including major oil companies and independent tanker companies for charterers. Due in part to the fragmented tanker market, competitors with greater resources may be able to offer better prices than us, which could result in our achieving lower revenues from our vessels.

Compliance with environmental laws or regulations may adversely affect our business.

Our operations are affected by extensive and changing international, national and local environmental protection laws, regulations, treaties, conventions and standards in force in international waters, the jurisdictional waters of the countries in which our vessels operate, as well as the countries of our vessels' registration. Many of these requirements are designed to reduce the risk of oil spills and other pollution, and our compliance with these requirements can be costly.

These requirements can affect the resale value or useful lives of our vessels, require a reduction in carrying capacity, ship modifications or operational changes or restrictions, lead to decreased availability of insurance coverage for environmental matters or result in the denial of access to certain jurisdictional waters or ports, or detention in, certain ports. Under local, national and foreign laws, as well as international treaties and conventions, we could incur material liabilities, including cleanup obligations, in the event that there is a release of petroleum or other hazardous substances from our vessels or otherwise in connection with our operations. We could also become subject to personal injury or property damage claims relating to the release of or exposure to hazardous materials associated with our current or historic operations. Violations of or liabilities under environmental requirements also can result in substantial penalties, fines and other sanctions, including in certain instances, seizure or detention of our vessels.

We could incur significant costs, including cleanup costs, fines, penalties, third-party claims and natural resource damages, as the result of an oil spill or other liabilities under environmental laws. The United States Oil Pollution Act of 1990, or OPA, affects all vessel owners shipping oil or hazardous material to, from or within the United States. OPA allows for potentially unlimited liability without regard to fault for owners, operators and bareboat charterers of vessels for oil pollution in U.S. waters. Similarly, the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended, which has been adopted by most countries outside of the United States, imposes liability for oil pollution in international waters. OPA expressly permits individual states to impose their own liability regimes with regard to hazardous materials and oil pollution incidents occurring within their boundaries. Coastal states in the United States have enacted pollution prevention liability and response laws, many providing for unlimited liability.

OPA provides for the scheduled phase-out of all non double-hull tankers that carry oil in bulk in U.S. waters. The International Maritime Organization, or IMO, and the European Union also have adopted separate phase-out schedules applicable to single-hull tankers operating in international and EU waters. These regulations will reduce the demand for single-hull tankers, force the remaining single-hull vessels into less desirable trading routes, increase the number of ships trading in routes open to single-hull vessels and could increase demands for further restrictions in the remaining jurisdictions that permit the operation of these vessels. As a result, single-hull vessels are likely to be chartered less frequently and at lower rates. Although all of the tankers we have agreed to acquire are double-hulled, we cannot assure you that these regulatory programs will not apply to vessels acquired by us in the future.

In addition, in complying with OPA, IMO regulations, EU directives and other existing laws and regulations and those that may be adopted, shipowners may incur significant additional costs in meeting new maintenance and inspection requirements, in developing contingency arrangements for potential spills and in obtaining insurance coverage. Government regulation of vessels, particularly in

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the areas of safety and environmental requirements, can be expected to become more strict in the future and require us to incur significant capital expenditures on our vessels to keep them in compliance, or even to scrap or sell certain vessels altogether. As a result of accidents such as the November 2002 oil spill from the *Prestige*, a 26 year old single-hull tanker unrelated to us, we believe that regulation of the shipping industry will continue to become more stringent and more expensive for us and our competitors. In recent years, the IMO and EU have both accelerated their existing non-double-hull phase-out schedules in response to highly publicized oil spills and other shipping incidents involving companies unrelated to us. Future accidents can be expected in the industry, and such accidents or other events could be expected to result in the adoption of even stricter laws and regulations, which could limit our operations or our ability to do business and which could have a material adverse effect on our business and financial results.

The shipping industry has inherent operational risks, which could impair the ability of the charterers to make payments to us.

Our tankers and their cargoes are at risk of being damaged or lost because of events such as marine disasters, bad weather, mechanical failures, human error, war, terrorism, piracy, environmental accidents and other circumstances or events. In addition, transporting crude oil across a wide variety of international jurisdictions creates a risk of business interruptions due to political circumstances in foreign countries, hostilities, labor strikes and boycotts, the potential for changes in tax rates or policies, and the potential for government expropriation of our vessels. Any of these events could impair the ability of the charterers to make payments to us under our charters.

Our insurance coverage may be insufficient to make us whole in the event of a casualty or other catastrophic event, or fail to cover all of the inherent operational risks associated with the tanker industry.

In the event of a casualty to a vessel or other catastrophic event, we will rely on our insurance to pay the insured value of the vessel or the damages incurred. Under the ship management agreements, Tanker Management will be responsible for arranging insurance for our fleet against those risks that we believe the shipping industry commonly insures against, and we will be responsible for the premium payments on such insurance. This insurance includes marine hull and machinery insurance, protection and indemnity insurance, which includes pollution risks and crew insurance, and war risk insurance. Tanker Management will also be responsible for arranging loss of hire insurance in respect of each of our vessels, and we will be responsible for the premium payments on such insurance. We expect this insurance will generally provide coverage against business interruption for periods of more than 21 days (in the case of our VLCCs) or 14 days (in the case of our Aframaxes) per incident (up to a maximum of 120 days) per incident, following any loss under our hull and machinery policy. We will not be reimbursed under the loss of hire insurance policies, on a per incident basis, for the first 21 days of off hire in the case of our VLCCs and for the first 14 days in the case of our Aframaxes. Currently, the amount of coverage for liability for pollution, spillage and leakage available to us on commercially reasonable terms through protection and indemnity associations and providers of excess coverage is $1 billion per vessel per occurrence. We cannot assure you that we will be

adequately insured against all risks. If insurance premiums increase, we may not be able to obtain adequate insurance coverage at reasonable rates for our fleet. Additionally, our insurers may refuse to pay particular claims. Any significant loss or liability for which we are not insured could have a material adverse effect on our financial condition. In addition, the loss of a vessel would adversely affect our cash flows and results of operations.

Maritime claimants could arrest our tankers, which could interrupt the charterers' or our cash flow.

Crew members, suppliers of goods and services to a vessel, shippers of cargo and other parties may be entitled to a maritime lien against that vessel for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lien holder may enforce its lien by arresting a vessel through foreclosure proceedings. The arrest or attachment of one or more of our vessels could interrupt the charterers' or our cash flow and require us to pay a significant amount of money to have the arrest lifted. In addition, in some jurisdictions, such as South Africa, under the "sister ship" theory of liability, a claimant may arrest both the vessel that is subject to the claimant's maritime lien and any "associated" vessel, which is any vessel owned or controlled by the same owner. Claimants could try to assert "sister ship" liability against one vessel in our fleet for claims relating to another vessel in our fleet.

Governments could requisition our vessels during a period of war or emergency without adequate compensation.

A government could requisition one or more of our vessels for title or for hire. Requisition for title occurs when a government takes control of a vessel and becomes her owner, while requisition for hire occurs when a government takes control of a vessel and effectively becomes her charterer at dictated charter rates. Generally, requisitions occur during periods of war or emergency, although governments may elect to requisition vessels in other circumstances. Although we would be entitled to compensation in the event of a requisition of one or more of our vessels, the amount and timing of payment would be uncertain. Government requisition of one or more of our vessels may negatively impact our revenues and reduce the amount of cash we have available for distribution as dividends to our stockholders.

RISKS RELATING TO OUR COMMON STOCK

There may not be an active market for our common stock, which may cause our common stock to trade at a discount and make it difficult to sell the common stock you purchase.

Prior to this offering, there has been no public market for our common stock. We cannot assure you that an active trading market for our common stock will develop or be sustained after this offering. The initial public offering price for our common stock will be determined by negotiations between the underwriters and us. We cannot assure you that the initial public offering price will correspond to the price at which our common stock will trade in the public market subsequent to this offering or that the price of our shares in the public market will reflect actual financial performance. In particular, the price of our common stock after this offering may fluctuate due to factors such as actual or anticipated fluctuations in our quarterly and annual results and those of other public companies in our industry; mergers and strategic alliances in the tanker industry; market conditions in the tanker industry; changes in government regulation; shortfalls in our operating results from levels forecast by securities analysts; announcements concerning us or our competitors and the general state of the securities market. The tanker industry has been highly unpredictable and volatile. The market for common stock in this industry may be equally volatile.

Future sales of our common stock could cause the market price of our common stock to decline.

The market price of our common stock could decline due to sales of a large number of shares in the market after this offering, including sales of shares by our large stockholders, or the perception that these sales could occur. These sales or the perception that these sales could occur could also make it

more difficult or impossible for us to sell equity securities in the future at a time and price that we deem appropriate.

Immediately after the closing of this offering, OSG International, Inc., or OIN, a subsidiary of OSG, will beneficially own approximately 33% of our outstanding common stock, assuming that the underwriters do not exercise their over-allotment option. OIN will not be able to offer, sell, contract to sell or otherwise dispose of or hedge any of these shares (other than pursuant to the underwriters' over-allotment option) without the consent of UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated for a period of 180 days after the date of this prospectus. The 180-day restricted period may be extended for up to 37 additional days under certain circumstances. After expiration of the restricted period, the number of shares of common stock that OIN may sell in unregistered sales will be subject to certain limitations on the timing, amount and method of those sales imposed by Rule 144 of the Securities Act of 1933.

In addition to the unregistered sales referred to above, pursuant to a registration rights agreement that we and OIN have entered, OIN will have the right to cause us to register the sale of shares of our common stock beneficially owned by it, subject to the same lock up provisions described above. If OIN were to sell a large number of its shares pursuant to a registered offering, the market price of our common stock could decline significantly. In addition, the perception in the public markets that sales by OIN might occur could also adversely affect the market price of our common stock.

Following one year, all shares held by OIN and its affiliates could be sold into the public market pursuant to Rule 144 under the Securities Act, subject to certain volume limitations. You should read the discussion under the heading entitled "Shares Eligible for Future Sale" for further information concerning potential sales of our shares after this offering.

Following the offering, OSG will be able to influence us, including the outcome of stockholder votes.

OSG is expected to beneficially own approximately 33% of our outstanding common stock immediately after the completion of this offering, assuming that the underwriters do not exercise their over-allotment option. As a result of its ownership of our common stock, OSG may be able to influence our business, including the outcome of any vote of our stockholders.

You will incur immediate and substantial dilution.

We expect the initial public offering price per share of our common stock to be substantially higher than the pro forma net tangible book value per share of our outstanding common stock, after adjustments for our acquisition of our vessels after the closing of this offering. As a result, investors purchasing common stock in this offering at an assumed public offering price of $15.00 per share (the midpoint of the range set forth on the cover page of this prospectus) will incur immediate and substantial dilution in the net tangible book value of their common stock of approximately $11.23 per share. To the extent we raise additional capital by issuing equity securities in the future, you and our other stockholders may experience dilution and future investors may be granted rights superior to those of our current stockholders.

We are incorporated in the Marshall Islands, which does not have a well-developed body of corporate law.

Our corporate affairs are governed by our amended and restated articles of incorporation and bylaws and by the Marshall Islands Business Corporations Act, or the BCA. The provisions of the BCA resemble provisions of the corporation laws of a number of states in the United States. For a comparison of the provisions of the BCA relating to stockholders' rights to those of the Delaware

General Corporations Law, see page 102. However, there have been few judicial cases in the Marshall Islands interpreting the BCA, and the rights and fiduciary responsibilities of directors under the laws of the Marshall Islands are not as clearly established as the rights and fiduciary responsibilities of directors under statutes or judicial precedent in existence in the United States. Therefore, the rights of stockholders of the Marshall Islands may differ from the rights of stockholders of companies incorporated in the United States. While the BCA provides that it is to be interpreted according to the laws of the State of Delaware and other states with substantially similar legislative provisions, there have been few, if any, court cases interpreting the BCA in the Marshall Islands and we can not predict whether Marshall Islands courts would reach the same conclusions that any particular United States court would reach or has reached. Thus, you may have more difficulty in protecting your interests in the face of actions by the management, directors or controlling stockholders than would stockholders of a corporation incorporated in a United States jurisdiction which has developed a relatively more substantial body of case law.

Our bylaws restrict stockholders from bringing certain legal action against our officers and directors.

Our bylaws contain a broad waiver by our stockholders of any claim or right of action, both individually and on our behalf, against any of our officers or directors. The waiver applies to any action taken by an officer or director, or the failure of an officer or director to take any action, in the performance of his or her duties, except with respect to any matter involving any fraud or dishonesty on the part of the officer or director. This waiver limits the right of stockholders to assert claims against our officers and directors unless the act or failure to act involves fraud or dishonesty.

We have anti-takeover provisions in our bylaws that may discourage a change of control.

Our bylaws contain provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These provisions provide for:

–> a classified board of directors with staggered three-year terms, elected without cumulative voting;

–> directors only to be removed for cause and only with the affirmative vote of holders of at least a majority of the common stock issued and outstanding;

–> advance notice for nominations of directors by stockholders and for stockholders to include matters to be considered at annual meetings;

–> a limited ability for stockholders to call special stockholder meetings; and

–> our board of directors to determine the powers, preferences and rights of our preferred stock and to issue the preferred stock without stockholder approval.

These provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by many stockholders. As a result, stockholders may be limited in their ability to obtain a premium for their shares.

Cautionary Statement Regarding Forward-Looking Statements

This prospectus contains assumptions, expectations, projections, intentions and beliefs about future events, in particular under the headings "Prospectus Summary," "Dividend Policy," "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." When used in this document, words such as "believe," "intend," "anticipate," "estimate," "project," "forecast," "plan," "potential," "will," "may," "should," and "expect" and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. These statements are intended as "forward-looking statements." We may also from time to time make forward-looking statements in our periodic reports that we will file with the United States Securities and Exchange Commission, or the SEC, other information sent to our security holders, and other written materials. We caution that assumptions, expectations, projections, intentions and beliefs about future events may and often do vary from actual results and the differences can be material. The reasons for this include the risks, uncertainties and factors described under the section of this prospectus entitled "Risk Factors."

All statements in this document that are not statements of historical fact are forward-looking statements. Forward-looking statements include, but are not limited to, such matters as:

–> future payments of dividends and the availability of cash for payment of dividends;

–> future operating or financial results, including with respect to the amount of basic hire and additional hire that we may receive;

–> statements about future, pending or recent acquisitions, business strategy, areas of possible expansion and expected capital spending or operating expenses;

–> statements about tanker industry trends, including charter rates and vessel values and factors affecting vessel supply and demand;

–> expectations about the availability of vessels to purchase, the time which it may take to construct new vessels or vessels' useful lives;

–> expectations about the availability of insurance on commercially reasonable terms;

–> our ability to repay our credit facility, to obtain additional financing and to obtain replacement charters for our vessels;

–> assumptions regarding interest rates;

–> changes in production of or demand for oil and petroleum products, either globally or in particular regions;

–> greater than anticipated levels of newbuilding orders or less than anticipated rates of scrapping of older vessels;

–> changes in trading patterns for particular commodities significantly impacting overall tonnage requirements;

–> change in the rate of growth of the world and various regional economies;

–> risks incident to vessel operation, including discharge of pollutants; and

–> unanticipated changes in laws and regulations.

We undertake no obligation to publicly update or revise any forward-looking statements contained in this prospectus, whether as a result of new information, future events or otherwise, except as required by law. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this prospectus might not occur, and our actual results could differ materially from those anticipated in these forward-looking statements.

Use of Proceeds

We estimate, based on the midpoint of the price range set forth on the cover of this prospectus, that the net proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses, will be approximately $279.9 million. We intend to use all of these net proceeds, together with borrowings of $236 million under our credit facility (before estimated debt issuance costs of approximately $1.6 million) and 9,999,900 shares of our common stock that we will issue to the selling stockholder, to acquire the seven vessels in our fleet from wholly owned subsidiaries of OSG. We will acquire the following vessels from the following subsidiaries of OSG:

Subsidiary	Vessel
1320 Tanker Corporation	*Overseas Ann*
1321 Tanker Corporation	*Overseas Chris*
Regency Tankers Corporation	*Regal Unity*
Tenth Aframax Tanker Corporation	*Overseas Cathy*
Ninth Aframax Tanker Corporation	*Overseas Sophie*
Third Aframax Tanker Corporation	*Rebecca*
Sargasso Tanker Corporation	*Ania*

For a description of the vessels, please refer to "Business—Our Fleet."

We estimate, based on the midpoint of the price range set forth on the cover of this prospectus, that the aggregate purchase price for the vessels will be $664.3 million, of which $514.3 million will be in the form of cash and $150.0 million will be in the form of our common stock. However, the aggregate book value of the vessels that we record on our balance sheet as of the completion of this offering will be equal to OSG's historical aggregate book value in the vessels, or $347.6 million at June 30, 2005. We will treat the excess of the purchase price over the book value of the vessels ($316.7 million, assuming the midpoint of the price range set forth on the cover of this prospectus) as a deemed distribution to OSG.

We will not receive any of the proceeds from any exercise of the over-allotment option.

Dividend Policy

We intend to pay quarterly dividends to the holders of our common stock in February, May, August and November of each year, commencing February 2006, in amounts substantially equal to the available cash from our operations during the previous quarter less cash expenses and any reserves established by our board.

Our board of directors may review and amend our dividend policy from time to time in accordance with any future growth of our fleet or for other reasons. Although we do not currently have plans to purchase any specific vessels other than our initial fleet of seven vessels, we intend to grow our fleet by acquiring

additional vessels in the future in a manner that is accretive to earnings and dividends per share. We expect to fund all or a portion of our future vessel acquisitions with borrowings under the $150 million vessel acquisition tranche of our credit facility. Upon acquiring an additional vessel or vessels, our board of directors may limit our dividends per share to the amount that we would have been able to pay if all or a portion of our acquisition related debt had been financed with equity. In such a case, (i) our available cash from operations would be increased by the amount of interest expense incurred on the debt deemed to have been financed with equity during the related period, and (ii) the number of shares outstanding would be increased by a number of shares that, if issued, would have generated net proceeds that would have been sufficient to repay the debt deemed to have been financed with equity as of the beginning of the related period (based on the market price of our common stock as of the determination date).

We expect to pay dividends commencing with an initial dividend in February 2006. We currently do not expect to have any cash expenses or other cash requirements other than:

- the technical management fees payable to Tanker Management under the ship management agreements, which equal an aggregate of $15.6 million for each of the first two years and increase 2.5% annually thereafter;
- insurance premiums estimated to be $2.4 million per year;
- vessel taxes estimated to be $88,000 per year;
- directors' fees, which we currently estimate to be $149,500 per year in the aggregate for all of our directors;
- the salaries and benefits of our executive officers, which we currently estimate to be $1.0 million per year in the aggregate for all of our executive officers;
- payment of interest on $236 million of indebtedness that will be outstanding under our credit facility upon completion of this offering, which we have assumed will have an effective rate of 5.2% per annum (which represents the rate that we could have fixed under a five year swap arrangement as of the date of this prospectus);
- commitment fees and other financial costs under our credit facility estimated to be $619,000 per year (assuming no further drawdowns); and
- other general and administrative expenses, which are estimated to equal $1.0 million per year.

Based on the assumptions and the other matters set forth below and subject to the matters set forth under "Risk Factors," we estimate that the total amount of cash available for distribution (i) as an initial dividend (payable in February 2006) will be $0.25 per share and (ii) as our second dividend (payable in May 2006) will be $0.32 per share. The initial dividend will reflect the period between the commencement of our operations, which is assumed to be October 17, 2005, and December 31, 2005 and our second quarter dividend will reflect our first full quarter of operations. In addition, we estimate that the total amount of cash available for distribution as dividends in each of 2006 and 2007 will be $1.27 per share and $1.28 per share, respectively.

The foregoing dividend estimates do not give effect to the payment of any additional hire that we may receive under the profit sharing arrangements that are included in our charter arrangements and are based on the following assumptions:

- the basic hire is paid on our vessels and our vessels are on hire for 360 days per twelve month period;
- we have no cash expenses or liabilities other than those set forth immediately above;
- we do not purchase any additional vessels;
- we do not pay any income taxes or have to fund any required capital expenditures with respect to our vessels;
- no cash reserves are established by our board of directors;
- we are in compliance with the terms of our credit facility, which prohibits us from paying dividends if the charter-free market value of our vessels is less than 135% of our borrowings plus the actual or notional cost of terminating any interest rate swap that we enter, if there is a continuing default under the credit facility or if the payment of the dividend would result in a default or breach of a loan covenant;
- we are able to fix the interest rate on the $236 million that we expect to be outstanding at the completion of this offering at a rate of 5.2% per annum;
- 30,005,000 shares of our common stock are outstanding at the time we make a dividend payment and no additional stock offerings or other capital raising transactions are made by us; and
- we purchase all seven vessels simultaneously with the closing of this offering and our charters commence on October 17, 2005.

The timing and amount of dividend payments will be determined by our board of directors and will depend on, among other things, our cash earnings, financial condition, cash requirements and the provisions of Marshall Islands law affecting the payment of dividends and other factors. Other than (i) the technical management fees payable under our ship management agreements, which after two years are cancelable by Tanker Management upon 90 days notice, (ii) interest that will be payable on the $236 million of floating rate indebtedness that will be outstanding under our credit facility upon completion of this offering, which we expect to swap for a fixed rate, (iii) commitment fees under our credit facility (for so long as we do not make any further borrowings under the vessel acquisition facility or working capital facility), (iv) compensation paid to our executive officers, which is fixed during the terms of the their employment agreements, and (v) our directors' fees, none of our fees or expenses are fixed.

We cannot assure you that our future dividends will in fact be equal to the amounts set forth above or elsewhere in this prospectus. The amount of future dividends set forth above represents only an estimate of future dividends based on our charters, ship management agreements, employment agreements, current

directors' fees and an estimate of our other expenses and assumes that we do not make any vessel acquisitions. The amount of future dividends, if any, could be affected by various factors, including our cash earnings, financial condition and cash requirements, the loss of a vessel, the acquisition of one or more vessels, required capital expenditures, reserves established by our board of directors, increased or unanticipated expenses, our ability to comply with the terms of our credit facility, a change in our dividend policy, additional borrowings or future issuances of securities, many of which will be beyond our control. As a result, the amount of dividends actually paid, if any, may vary from the amounts currently estimated and such variations may be material. See the section of this prospectus captioned "Risk Factors" for a discussion of the risks associated with our ability to pay dividends.

Marshall Islands law generally prohibits the payment of dividends other than from surplus (retained earnings and the excess of consideration received for the sale of shares above the par value of the shares) or while a company is insolvent or would be rendered insolvent by the payment of such a dividend.

We do not expect to pay any income taxes in the Marshall Islands. We also do not expect to pay any income taxes in the United States. See "Tax Considerations."

Capitalization

The following table sets forth, as of June 30, 2005, our historical capitalization and our as adjusted capitalization, which is adjusted to give effect to (i) the issuance of 20,000,000 shares of our common stock pursuant to this offering, (ii) the incurrence of $236 million of debt under our credit facility, (iii) the purchase of our seven tankers from subsidiaries of OSG for an estimated aggregate purchase price of approximately $664.3 million, including the issuance of 9,999,900 shares of our common stock to a subsidiary of OSG to pay a portion of the purchase price of our vessels, and (iv) the payment of a deemed dividend to OSG estimated to be $316.7 million, which represents the excess of the estimated $664.3 million purchase price of the seven vessels over their historical book value of approximately $347.6 million at June 30, 2005. The estimated purchase price and deemed dividend are based on an assumed public offering price of $15.00 per share, representing the midpoint of the price range set forth on the cover page of this prospectus. Other than these adjustments, there have been no significant changes in our capitalization since June 30, 2005.

The information presented below should be read in conjunction with the section of this prospectus entitled "Unaudited Pro Forma Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Use of Proceeds" and our predecessor combined carve-out financial statements together with the notes thereto included in this prospectus.

	As of June 30, 2005	
	Historical	As Adjusted[(1)]
	(in thousands)	
Cash	$ —	$ —
Current installments of long-term debt	$ 5,200	$ —
Long-term debt	81,800	236,000
Common stock, $0.01 par value, 100,000,000 shares authorized, 30,005,000 shares issued and outstanding, as adjusted	700	300
Preferred stock, $0.01 per value, 1,000,000 shares authorized, no shares issued and outstanding	—	—
Paid-in additional capital	114,320	112,940
Retained earnings	162,096	—
Accumulated other comprehensive income (loss)	(1,948)	—
Total stockholders' equity	275,168	113,240
Total capitalization	$ 362,168	$ 349,240

(1) *The as adjusted amounts assume: (i) borrowings of $236 million under our credit facility to pay a portion of the cash purchase price for our vessels and (ii) the issuance of 9,999,900 shares of our common stock pursuant to this offering, including 9,999,900 shares of our common stock to a subsidiary of OSG to pay a portion of the purchase price of our vessels. The adjusted stockholders' equity amount also includes: (i) an adjustment of approximately $20.1 million of estimated fees and expenses related to this offering and (ii) an adjustment to reduce paid-in additional capital for a deemed dividend to OSG of approximately $316.7 million representing the excess of the $664.3 million purchase price of the seven vessels over their historical book value of approximately $347.6 million at June 30, 2005. For accounting purposes, this excess has been recorded as a reduction of stockholders' equity and represents a deemed distribution to OSG.*

Dilution

After giving effect to the sale of 20,000,000 shares of common stock that we are offering at $15.00 per share (representing the midpoint of the price range set forth on the cover page of this prospectus) and the issuance of 9,999,900 shares of our common stock to a subsidiary of OSG to pay a portion of the purchase price for our vessels, and after deducting underwriting discounts and commissions and estimated offering expenses, our pro forma net tangible book value upon the completion of this offering would have been $113.2 million, or $3.77 per share. This represents an immediate dilution of net tangible book value of $11.23 per share to investors. Net tangible book value per share of common stock is determined by dividing our tangible net worth, which consists of tangible assets less liabilities, by the number of shares of common stock outstanding. Dilution is determined by subtracting the net tangible book value per share of common stock after this offering from the public offering price per share. The following table illustrates this pro forma per share dilution:

Assumed initial public offering price per share	$	15.00
Pro forma net tangible book value per share	$	3.77
Dilution per share to new investors	$	11.23

The pro forma net tangible book value per share includes an adjustment for the aggregate $316.7 million excess of the purchase price of the seven vessels that we have agreed to acquire, which is assumed to be $664.3 million based on an assumed initial offering price of $15.00 per share (representing the midpoint of the price range set forth on the cover of this prospectus), over their historical aggregate book value of $347.6 million at June 30, 2005. For accounting purposes, this excess has been recorded as a reduction of stockholders' equity and represents a deemed distribution to OSG. Pro forma net tangible book value per share also includes an adjustment from the expenses estimated to be incurred in connection with this offering and the other transactions described in this prospectus. The impact of these adjustments is illustrated in the following table:

Adjustment attributable to difference between purchase price and historical book value	$	10.56
Expenses in connection with the offering	$	0.67
	$	11.23

Unaudited Pro Forma Financial and Other Information

The unaudited pro forma statement of operations for the year ended December 31, 2004 and the six months ended June 30, 2005 give effect to the events below as if they had occurred on January 1, 2004. The unaudited pro forma balance sheet as of June 30, 2005 gives effect to the events below as if they had occurred on June 30, 2005:

- –> our purchase of three VLCCs and four Aframaxes from subsidiaries of OSG;
- –> our chartering of the vessels to the charterers under our charters;
- –> our entry into the ship management agreements with Tanker Management;
- –> estimated administrative and other expenses of $2.2 million per year;
- –> our borrowing of approximately $236 million under the term loan portion of our credit facility to pay a portion of the purchase price for our seven vessels and our entry into a related fixed rate swap agreement to fix the effective interest rate on the full amount of the term loan at an assumed rate of 5.2% (which represents the fixed rate that we could have obtained as of the date of this prospectus);
- –> the application of the net proceeds to us of approximately $279.9 million from the issuance of 20,000,000 shares of common stock in this offering, at an assumed initial offering price of $15.00 per share (representing the midpoint of the price range set forth on the cover page of this prospectus) after deducting discounts and commissions and estimated offering expenses, to pay a portion of the purchase price for our seven vessels; and
- –> the issuance of 9,999,900 shares of our common stock to a subsidiary of OSG to pay a portion of the purchase price for our seven vessels.

The unaudited pro forma financial information is provided for illustrative purposes only and does not represent what our results of operations or financial position would actually have been if the transactions had in fact occurred on those dates and is not representative of our results of operations or financial position for any future periods. Investors are cautioned not to place undue reliance on this unaudited pro forma financial information.

UNAUDITED PRO FORMA STATEMENTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2004

	Predecessor Combined Carve-out	Pro Forma Adjustments	Note	Pro Forma as Adjusted
	(in thousands, except per share amounts)			
Shipping revenues	$ 136,204	$ (40,221)	A	$ 95,983
Voyage expenses	(238)	238	B	—
Time charter equivalent revenues	135,966	(39,983)	A	95,983
Ship operating expenses				
Vessel expenses	15,601	2,207	C	17,808
Depreciation and amortization	17,762	(977)	D	16,785

General and administrative	7,269	(5,069)	E	2,200
Total ship operating expenses	40,632	(3,839)		36,793
Income from vessel operations	95,334	(36,144)		59,190
Interest expense to OSG	(3,411)	3,411	F	—
Interest expense, other	(5,233)	(7,817)	F	(13,050)
Net income	$ 86,690	$ (40,550)	G	$ 46,140
Weighted average number of common registered shares outstanding—basic and diluted	22,097,886		H	30,005,000
Pro forma net income per share—basic and diluted	$ 3.92		H	$ 1.54

UNAUDITED PRO FORMA STATEMENTS OF OPERATIONS FOR THE SIX MONTHS ENDED JUNE 30, 2005

	Predecessor Combined Carve-out	Pro Forma Adjustments	Note	Pro Forma as Adjusted
		(in thousands, except per share amounts)		
Shipping revenues	$ 60,532	$ (11,431)	A	$ 49,101
Voyage expenses	(247)	247	B	—
Time charter equivalent revenues	60,285	(11,184)	A	49,101
Ship operating expenses				
Vessel expenses	8,750	116	C	8,866
Depreciation and amortization	9,081	(616)	D	8,465
General and administrative	2,715	(1,615)	E	1,100
Total ship operating expenses	20,546	(2,115)		18,431
Income from vessel operations	39,739	(9,069)		30,670
Interest expense to OSG	(574)	574	F	—
Interest expense, other	(2,467)	(4,058)	F	(6,525)
Net income	$ 36,698	$ (12,553)	G	$ 24,145
Weighted average number of common registered shares outstanding—basic and diluted	22,097,886		H	30,005,000
Pro forma net income per share—basic and diluted	$ 1.66		H	$ 0.80

NOTES TO ADJUSTMENTS TO UNAUDITED PRO FORMA STATEMENTS OF OPERATIONS

The predecessor combined carve-out statements of operations included in this prospectus do not reflect the operating results that would have been obtained under our current fixed-rate, long-term charters, ship management agreements and financing arrangements that will be entered upon the closing of this offering. As such, we have recorded pro forma adjustments to the predecessor combined carve-out statements of operations to reflect the results of operations under our fixed rate, long-term charters, ship management agreements and financing arrangements as if those contractual arrangements had been in place on January 1, 2004. Our pro forma adjustments are described in more detail as follows:

A. This adjustment is to recognize the basic hire and additional hire payable under our fixed rate long-term charter arrangements. Under the terms of our charter arrangements, the basic hire payable in respect of each vessel increases annually during the fixed charter term in accordance with a predetermined schedule. Under the terms of our charters, the total amount of basic hire we would have earned for the year ended December 31, 2004 and the six months ended June 30, 2005 is $69.3 million and $35.2 million, respectively. In addition, our charter arrangements provide for the payment of additional hire equal to 40% of the excess, if any, of the actual rate earned or deemed to be earned by each vessel over the basic hire rate then in effect. During the first six months of 2005 and for all of 2004, the VLCCs operated in the Tankers International Pool and the Aframaxes operated in the Aframax International Pool. Therefore, we have used the vessels' actual earnings in the pool as the basis for the pro forma additional hire calculations. The additional hire that we would have earned for the year ended December 31, 2004 and the six months ended June 30, 2005 is $26.7 million and $13.9 million, respectively. The amounts for the year ended December 31, 2004 and the six months ended June 30, 2005 are based on actual revenue days for each vessel and are estimated as follows:

	Year ended December 31, 2004					
	Basic Hire Rate	Revenue Days[1]	Basic Hire	Additional Hire Rate	Revenue Days[1]	Additional Hire	Time Charter Equivalent Revenues

VLCCs	$ 37,200	x 1,057 =	$ 39,320,000	$ 16,089	x 1,057 =	$ 17,006,000	$ 56,326,000
Aframaxes (*Overseas Cathy* and *Overseas Sophie*)	24,500	x 703 =	17,223,000	7,546	x 703 =	5,305,000	22,528,000
Aframaxes (*Rebecca* and *Ania*)	18,500	x 691 =	12,784,000	6,287	x 691 =	4,345,000	17,129,000
Total			$ 69,327,000			$ 26,656,000	$ 95,983,000

	Six months ended June 30, 2005						
	Basic Hire Rate	Revenue Days[1]	Basic Hire	Additional Hire Rate	Revenue Days[1]	Additional Hire	Time Charter Equivalent Revenues
VLCCs	$ 37,200	x 541 =	20,125,000	$ 16,268	x 541 =	$ 8,801,000	$ 28,926,000
Aframaxes (*Overseas Cathy* and *Overseas Sophie*)	24,500	x 362 =	8,869,000	8,151	x 362 =	2,951,000	11,820,000
Aframaxes (*Rebecca* and *Ania*)	18,500	x 333 =	6,160,000	6,591	x 333 =	2,195,000	8,355,000
Total			$ 35,154,000			$ 13,947,000	$ 49,101,000

(1) *Revenue days consist of the aggregate number of calendar days in a period in which our vessels are owned by us less days on which a vessel is off hire. Off hire days are days a vessel is unable to perform the services for which it is required under a time charter. Off hire days include days spent undergoing repairs and drydockings, whether or not scheduled.*

The *Overseas Cathy* was delivered from the shipyard in January 2004. Revenue days for the year ended December 31, 2004 for the *Overseas Cathy*, included above, were 337 days.

The charter for each vessel provides for scheduled increases in basic hire during its initial term. Accordingly, we will recognize the basic hire on a straight-line basis over the initial terms of the charters.

See "Business—Charter Arrangements."

B. As described above, upon the completion of this offering, we will operate our business pursuant to new contractual arrangements. Accordingly, amounts for commissions and certain other voyage expenses that have been recognized in our predecessor combined carve-out financial statements would not have been incurred had those contractual arrangements been in place on January 1, 2004. Therefore, pro forma adjustments have been made to eliminate those amounts.

C. This adjustment is to recognize that most vessel expenses, including drydocking, will be incurred pursuant to our ship management agreements, with the exception of insurance premiums and vessel taxes, for which we will be responsible. Under the terms of our ship management agreements, most of our vessel expenses (excluding insurance premiums and vessel taxes) will be fixed for the first two years of the agreements and will increase by 2.5% annually. Using the vessels' actual insurance premiums accrued with respect to each period and the management fees payable under the terms of our ship management agreements, the total amount of vessel expenses we would have incurred for the year ended December 31, 2004 and the six months ended June 30, 2005 is $17.8 million and $8.9 million, respectively. These amounts are based on 366 days for the year ended December 31, 2004 and 181 days for the six months ended June 30, 2005 for each vessel. The cost per day is estimated as follows:

	Year ended December 31, 2004						
	Daily Insurance Expenses and Vessel Taxes	Ship Operating Days[1]	Insurance Expense	Daily Management Fee[2]	Ship Operating Days[1]	Management Expenses	Total Vessel Expenses
VLCCs	$ 1,363	x 1,098	$ 1,496,000	$ 6,500	x 1,098 =	$ 7,137,000	$ 8,633,000
Aframaxes	594	x 1,435	852,000	5,800	x 1,435 =	8,323,000	9,175,000
Total			$ 2,348,000			$ 15,460,000	$ 17,808,000

	Six months ended June 30, 2005						
	Daily Insurance Expenses and Vessel Taxes	Ship Operating Days[1]	Insurance Expense	Daily Management Fee[2]	Ship Operating Days[1]	Management Expenses	Total Vessel Expenses
VLCCs	$ 1,301	x543	$ 706,000	$ 6,500	x 543 =	$3,530,000	$ 4,236,000
Aframaxes	595	x724	431,000	5,800	x 724 =	4,199,000	4,630,000
Total			$ 1,137,000			$7,729,000	$ 8,866,000

(1) *Ship operating days consist of the aggregate number of calendar days in a period in which our vessels are owned by us.*

(2) *This amount assumes that all drydocking expenses are borne by the technical manager under our ship management agreements. In the event a ship management agreement is terminated, we will share any drydocking costs and prepayments with the technical manager in accordance with the terms set forth in the ship management agreement.*

See "Business—Ship Management Agreements."

D. This adjustment is to recognize the reversal of drydock amortization since the cost of drydockings is included in our ship management agreements. In the event a ship management agreement is terminated, we will share any drydocking costs and prepayments with the technical manager in accordance with the terms set forth in the ship management agreement. Depreciation is calculated on a straight-line basis for our seven vessels using a 25-year estimated useful life based on the aggregate book value for our vessels of $347.6 million at June 30, 2005.

E. This adjustment is to recognize estimated general and administrative expenses of approximately $2,200,000 per year (approximately $1,100,000 for the six month period ended June 30, 2005), which includes directors' fees and expenses, salaries and benefits, office rent, legal and professional fees, directors and officers insurance, rent and miscellaneous fees and expenses. This amount does not reflect any fees or expenses associated with our formation, the acquisition by us of our seven vessels, the sale of our common stock in this offering and the negotiation and execution of our credit facility, all of which are being paid for out of the proceeds of this offering.

F. This adjustment is to recognize the estimated interest expense in respect of $236 million of indebtedness that we will incur under the term loan portion of our credit facility and commitment fees and other financing costs under our credit facility. Our pro forma interest expense is based on the five-year LIBOR swap rate of 5.2% (inclusive of our 0.70% margin) pursuant to a swap arrangement that we could have entered as of the date of this prospectus. We expect to enter into one or more swap arrangements on or shortly after the completion of this offering to fix the interest rate on the debt we expect to have outstanding. Interest expense also includes amortization of deferred debt issuance costs of $1,600,000 over ten years, which amounts to approximately $160,000 annually (or approximately $80,000 for the six month period ended June 30, 2005). See "Our Credit Facility." We have also made a pro forma adjustment to remove the amount of interest expense payable to OSG as such amounts would not have been incurred if the issuance of 20,000,000 shares of our common stock in this offering had occurred and the $401 million credit facility had been in place on January 1, 2004.

G. Available cash from operations for the year ended December 31, 2004 and the six months ended June 30, 2005 is $63.1 million and $32.7 million, respectively. Available cash from operations represents net income before depreciation and amortization of debt issuance costs. Available cash from operations should not be considered a substitute for net income or cash flow statement data prepared in accordance with accounting principles generally accepted in the United States or as a measure of profitability or liquidity. Available cash from operations is presented to provide additional information relating to our cash availability and is not necessarily comparable to other similarly titled captions of other companies due to differences in methods of calculation. The following table reconciles net income, as reflected in the unaudited pro forma statements of operations, to available cash from operations:

	Year ended December 31, 2004	Six months ended June 30, 2005
Net income	$ 46,140,000	$ 24,145,000
Depreciation	16,785,000	8,465,000
Amortization of debt issuance costs	160,000	80,000
Available cash from operations	$ 63,085,000	$ 32,690,000

H. We will treat the amount of the purchase price that exceeds $347.6 million, the aggregate book value of the vessels at June 30, 2005, as a deemed dividend to OSG, which will reduce stockholders' equity on our balance sheet by an equal amount. As a result, the number of shares of common stock that we have assumed were outstanding for the year ended December 31, 2004 and the

six months ended June 30, 2005 for purposes of calculating pro forma net income per share presented under the predecessor combined carve-out column has been determined by dividing the amount of the deemed dividend by $15.00, the midpoint of the price range set forth on the cover page of this prospectus. The following table sets forth the calculations that we have used to determine the number of shares outstanding under the predecessor combined carve-out column:

Purchase price of our vessels	$ 664,275,000
Pro forma book value of our vessels at June 30, 2005	347,640,000
Deemed dividend	$ 316,635,000
Shares used to calculate pro forma net income per share for predecessor combined carve-out earnings per share calculations based on 700 shares historically outstanding plus 22,097,186 shares which, if issued, would have generated net proceeds in an amount that would have been sufficient to fund our payment of the deemed dividend	22,097,886

Pro forma net income per share presented in the as adjusted column assumes that 30,005,000 shares of our common stock will be outstanding at the closing of this offering.

UNAUDITED PRO FORMA COMBINED BALANCE SHEET AS OF JUNE 30, 2005

	Predecessor combined carve-out	Pro Forma Adjustments	Note	Pro Forma as Adjusted
		(dollars in thousands)		

Assets				
Current Assets				
Cash and cash equivalents	$ —			$ —
Voyage receivables	14,013	$ (14,013)	A	—
Prepaid expenses	1,225	(1,225)	A	—
Total current assets	15,238	(15,238)		—
Vessels, net	347,640			347,640
Other assets	4,111	(4,111)	A	1,600
		1,600	B	
Total assets	$ 366,989	$ (17,749)		$ 349,240
Liabilities and Stockholders' Equity				
Current liabilities				
Accounts payable and accrued expenses	$ 2,348	$ (2,348)	A	$ —
Current installments of long-term debt	5,200	(5,200)	A	—
Total current liabilities	7,548	(7,548)		—
Long-term debt	81,800	(81,800)	A	236,000
		236,000	C	
Deferred credits and other liabilities	2,473	(2,473)	A	—
Stockholders' equity				
Common stock	700	(700)	E	300
		300	D	
Paid-in additional capital	114,320	(1,380)	E	112,940
Retained earnings	162,096	(162,096)	A	—
Accumulated other comprehensive income/(loss)	(1,948)	1,948	A	—
Total stockholders' equity	275,168	(161,928)		113,240
Total liabilities and stockholders' equity	$ 366,989	$ (17,749)		$ 349,240

NOTES TO ADJUSTMENTS TO UNAUDITED PRO FORMA COMBINED BALANCE SHEET

The predecessor combined carve-out balance sheet included in this prospectus does not necessarily reflect the financial condition we will have as of the date of closing the offering. Therefore, we have recorded pro forma adjustments to the predecessor combined carve-out balance sheet to reflect the financing arrangements and vessel acquisitions as if those transactions had occurred on June 30, 2005. The pro forma adjustments are described in more detail as follows:

A. We were incorporated in April 2005 as an indirect wholly owned subsidiary of OSG. Prior to the offering and the transactions described below, we had no operations. Simultaneous with the closing of the offering, we expect to purchase the vessels and to enter into borrowings under a credit facility. As a result, certain assets and liabilities that are reflected in our predecessor combined carve-out balance sheet will not be carried forward and included in our balance sheet. We have made pro forma adjustments to the assets and liabilities that will not be part of our balance sheet as of the date of the closing of the offering.

B. This adjustment is to recognize estimated arrangement fees and other debt issuance costs in respect of our entry into our credit facility and our initial incurrence of $236 million of indebtedness under the term loan portion of the facility.

C. This adjustment is to recognize the borrowings of $236 million under the term loan portion of our credit facility. The credit facility matures in ten years with no principal amortization in the first five years. Interest is payable quarterly and, commencing three months after the fifth anniversary of the closing date of the facility, principal repayments under the term loan portion of the facility are required to be made in quarterly installments of $6.1 million with a final payment of $114.8 million due simultaneously with the last quarterly payment. The interest rate under the term loan portion of the credit facility is based on LIBOR plus a margin of 0.70%. The assumed interest of 5.2% over the term of the credit facility is based on a swap arrangement that we could have entered as of the date of this prospectus. We expect to enter into one or more swap arrangements on or shortly after the completion of this offering to fix the rate for the term of the facility. Amounts due under the credit facility are secured by mortgages over all of our vessels, assignments of earnings and insurances and pledges of our bank accounts.

D. This adjustment is to recognize our initial capitalization of 100 shares, par value $0.01, and the issuance of 29,999,900 shares of our common stock, par value $0.01, at the closing of this offering.

E. This adjustment is (i) to reverse the common stock and paid-in additional capital of our predecessor, (ii) to recognize the estimated net cash proceeds of approximately $279.9 million that we will receive pursuant to this offering based upon the issuance of 20,000,000 shares at the public offering price of $15.00 per share (representing the midpoint of the price range set forth on the cover page of this prospectus), less approximately $20.1 million of estimated underwriting discounts and commissions and fees and expenses related to this offering and the other transactions described in this prospectus, (iii) to recognize the value of the 9,999,900 shares issued to a subsidiary of OSG to pay a portion of the purchase price for the vessels, and (iv) to record a reduction of approximately $316.7 million representing the excess of the $664.3 million purchase price of the seven vessels over their historical book value of approximately $347.6 million at June 30, 2005, which for accounting purposes represents a deemed distribution to OSG.

F. The following table illustrates the sources and use of funds in connection with the issuance of shares of common stock, the purchase of our vessels and the other transactions set forth below:

	(in thousands)
Issuance of 20,000,000 shares of common stock at an assumed public offering price of $15.00 per share (which represents the midpoint of the price range set forth on the cover page of this prospectus)	$ 300,000
Borrowing under the term loan portion of our credit facility	236,000
Purchase price of the seven vessels paid in cash	(514,277)
Estimated underwriting discounts and commissions and expenses relating to this offering	(20,123)

Estimated debt issuance costs in connection with credit facility	(1,600)
Net cash received	$ —

Selected Combined Financial and Other Data

The following selected combined financial and other data summarize our historical predecessor combined financial and other information. The selected combined financial and other data set forth below as of December 31, 2003 and 2004 and for the years ended December 31, 2002, 2003 and 2004 have been derived from our audited predecessor combined carve-out financial statements included in this prospectus. The selected combined financial and other data set forth below as of June 30, 2005 and for the six months ended June 30, 2004 and 2005 have been derived from our unaudited interim predecessor combined carve-out financial statements included in this prospectus and have been prepared on a basis consistent with our historical predecessor combined carve-out financial statements and include all adjustments (which consist of normal recurring accruals) that are considered by management to be necessary for a fair presentation of such financial information. The selected financial and other data set forth below as of December 31, 2000, 2001 and 2002 and for the years ended December 31, 2000 and 2001 have been derived from our unaudited predecessor combined carve-out financial statements not included in this prospectus. The selected combined financial data are not indicative of the results we would have achieved or of future results had we operated as an independent stand-alone company. This information should be read in conjunction with other information presented in this prospectus, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical predecessor combined carve-out financial statements and the notes thereto.

	Year Ended December 31,					Six Months Ended June 30,	
	2000	2001	2002	2003	2004	2004	2005
	(in thousands, except per share data, fleet data and average daily time charter equivalent rates)						
Statement of operations data:							
Time charter equivalent revenues	$ 36,601	$ 38,837	$ 31,347	$ 65,840	$ 135,966	$ 57,961	$ 60,285
Total ship operating expenses	18,939	21,545	28,330	30,476	40,632	19,332	20,546
Income from vessel operations	17,662	17,292	3,017	35,364	95,335	38,629	39,739
Net Income (loss)	6,115	8,444	(4,763)	29,431	86,690	34,441	36,697
Pro forma net income per share—basic and diluted[1]	—	—	—	—	3.92	—	1.66
Balance sheet data (at end of period):							
Newbuildings	120,236	17,322	66,951	36,202	—	—	—
Vessels, net	174,006	308,086	295,071	326,458	355,571	—	347,640
Total assets	300,934	331,109	372,783	376,193	388,518	—	366,989
Short-term liabilities	1,507	2,130	6,564	7,319	7,243	—	7,548
Long-term liabilities[2]	293,331	314,239	357,826	331,270	256,477	—	84,273
Stockholders' equity	6,096	14,740	8,393	37,604	124,798	—	275,168
Cash flow data:							
Net cash provided by operating activities	11,426	20,288	5,335	41,273	87,988	41,442	59,235
Net cash (used in) investing activities	(9,111)	(41,395)	(51,723)	(14,496)	(13,436)	(10,840)	(704)
Net cash provided by (used in) financing activities	$ (2,315)	21,107	46,388	(26,776)	(74,552)	(30,602)	$ (58,531)
Fleet data:							
Number of tankers owned (at end of period)	3	5	5	6	7	7	7
Revenue days[3]	1,133	1,224	1,780	1,887	2,451	1,219	1,236
Average daily time charter equivalent rate[4]:							
VLCCs	$ 42,971	$ 34,890	$ 18,679	$ 41,786	$ 77,422	$ 66,499	$ 64,645
Aframaxes	$ 26,706	$ 29,411	$ 16,005	$ 25,463	$ 38,831	$ 32,426	$ 36,420

(1) Pro forma earnings per share give effect to our issuance of 22,097,186 shares at an assumed initial public offering price of $15.00 per share (representing the midpoint of the price range set forth on the cover of this prospectus), which, if issued, would have generated net proceeds in an amount that would have been sufficient to fund our payment of a $316.7 million deemed distribution to OSG which represents the excess of the $664.3 million purchase price of the seven vessels over their historical book value at June 30, 2005.

(2) Includes loans payable to OSG.

(3) Revenue days consist of the aggregate number of calendar days in a period in which our vessels are owned by us less days on which a vessel is off hire. Off hire days are days a vessel is unable to perform the services for which it is required under a time charter. Off hire days include days spent undergoing repairs and drydockings, whether or not scheduled.

(4) Average daily time charter equivalent rates, or TCE rates, are a standard industry measure of daily revenue performance. We calculate TCE rates by dividing our time charter equivalent revenues in a period by the number of revenue days in the period. Time charter equivalent revenues represent shipping revenues less voyage expenses. Voyage expenses consist of cost of bunkers (fuel), port and canal charges and brokerage commissions.

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our financial condition and results of operations should be read in conjunction with our predecessor combined carve-out financial statements, which we call our combined financial statements, and the related notes. This discussion contains forward-looking statements based on assumptions about our future business. Our actual results will likely differ from those contained in the forward-looking statements and such differences may be material.

OVERVIEW—PREDECESSOR

For the six months ended June 30, 2004 and 2005 and for the years ended December 31, 2002, 2003 and 2004, the combined financial statements presented herein with respect to our seven vessels have been carved out of the consolidated financial statements of Overseas Shipholding Group, Inc., or OSG. Our financial position, results of operations and cash flows reflected in our combined financial statements are not indicative of those that would have been achieved had we operated as an independent stand-alone entity for all periods presented or of future results.

We refer to the companies that owned our seven vessels collectively as our predecessor, or, in the financial statements that form a part of this registration statement, as OSG Crude. Our predecessor's fleet consists of the same vessels that we will acquire upon the completion of this offering: three modern, double hull VLCCs and four modern, double hull Aframaxes that have a combined carrying capacity of 1.3 million dwt. All of these vessels operated in pools during the six months ended June 30, 2005 and the three years ended December 31, 2004 or since delivery of the vessel.

To the extent the assets, liabilities, revenues and expenses relate to our predecessor, these have been identified and carved out for inclusion in our combined financial statements. OSG's shipping interests and other assets, liabilities, revenues and expenses that do not relate to our seven vessels are not included in our combined financial statements. In addition, the preparation of our combined financial statements required the allocation of certain expenses where these items were not identifiable as related to our predecessor.

General and administrative expenses, consisting primarily of salaries and other employee related costs, office rent, legal and professional fees and travel and entertainment were allocated based on the total number of vessels (weighted by days owned by our predecessor) in the respective fleets of our predecessor and OSG for each of the periods presented. Management believes that the allocation of general and administrative expenses was based on a reasonable method.

FUTURE BUSINESS

We will acquire the seven vessels in our fleet simultaneously with the completion of this offering. We have chartered our vessels to subsidiaries of OSG under fixed rate charters for minimum terms of five to six and one-half years. The charters commence on the delivery of the vessels to us. The charters also contain various options for the charterers to extend the minimum terms of the charters in increments of one, two or three years up to a maximum of five, six or eight years, depending on the vessel, from the initial expiration date. See the section of this prospectus entitled "Business—Charter Arrangements" for a more detailed description of our charter arrangements. We have also entered into ship management agreements with a subsidiary of OSG for the technical management of our vessels that will substantially fix our operating expenses (excluding insurance premiums and vessel taxes) for at least two years. See the section of this prospectus entitled "Business—Ship Management Agreements" for a more detailed description of our ship management agreements. When they were owned by our

predecessor, our vessels were operated primarily in the spot market, and our predecessor was not a party to comparable ship management agreements. As such, our future operations will differ significantly from the historical operations of our predecessor upon which our combined financial statements are based. In particular, we expect that for so long as our chartering and ship management arrangements are in place with OSG for all of our vessels, our revenues will be generated primarily from time charter payments made to us by subsidiaries of OSG, rather than from a mix of time charter, voyage charter and pool payments as in the past; that our vessel operating expenses (excluding insurance premiums and vessel taxes) under the ship management agreements will be fixed and that we will no longer have any voyage expenses. These arrangements are designed to provide us with a more stable cash flow than historically experienced by our predecessor, as our expenses will be substantially fixed through our ship management agreements and, so long as our ships are not unexpectedly off hire, we will receive revenue amounts at least equal to the sum of the basic hire payments due under our time charters.

FACTORS AFFECTING OUR HISTORICAL RESULTS

The historical revenues of our predecessor were highly sensitive to patterns of supply and demand for vessels of the size and design configurations owned and operated by it. Rates for the transportation of crude oil are determined by market forces, such as the supply and demand for oil, the distance that cargoes must be transported and the number of vessels expected to be available at the time such cargoes need to be transported. The demand for oil shipments is significantly affected by the state of the global economy and level of OPEC's exports. The number of vessels is affected by newbuilding deliveries and by the removal of existing vessels from service, primarily because of scrapping. Management makes economic decisions based on anticipated time charter equivalent, or TCE, rates and evaluates financial performance based on TCE rates achieved.

The tanker industry has historically been highly cyclical, experiencing volatility in profitability, vessel values and freight rates. We believe that charter rates and vessel values are currently at high levels. There can be no assurance that these rates or values will not decline from current levels.

The principal factors that have affected our predecessors' financial position, results of operations and cash flow include:

–> the earnings of our vessels in the spot charter market;

–> vessel operating expenses;

–> administrative expenses that have been allocated to the vessels; and

–> depreciation and interest expense.

The vessels owned by our predecessor operated in either the Tankers International pool (VLCCs) or the Aframax International Pool (Aframaxes) during the three years ended December 31, 2004 and the six months ended June 30, 2005. Vessels operating in such pools are exposed to the volatility of the spot market. Fluctuations in charter rates and vessel values result from changes in the supply and demand for tanker capacity and changes in the supply and demand for oil and oil products. The

following table sets forth the average daily time charter equivalent rates earned by our vessels during the last three years and during the first six months of 2005.

	Year Ended December 31,			Six Months Ended June 30, 2004	Six Months Ended June 30, 2005
	2002	2003	2004		
VLCCs	$ 18,679	$ 41,786	$ 77,422	$66,499	$64,645
Aframaxes	$ 16,005	$ 25,463	$ 38,831	$32,426	$36,420

Vessel operating expenses are the direct costs associated with running a vessel and include crew costs, vessel stores and supplies, repairs and maintenance, drydockings, lubricating oils, insurance and communication costs.

General and administrative expenses include directors' fees and expenses, salaries and benefits, office rent, legal and professional fees, directors and officers insurance and miscellaneous fees and expenses.

Depreciation is the periodic cost charged to income for the reduction in usefulness and long-term value of the vessels. Historically, the cost of our vessels was depreciated over 25 years on a straight-line basis.

Interest expense relates to a bank loan and loans payable to a wholly owned subsidiary of OSG. The amount of interest expense is determined by the amount of loans outstanding from time to time and applicable interest rates. See Note C of our predecessor combined carve-out financial statements.

FACTORS AFFECTING OUR FUTURE RESULTS

The principal factors that are expected to affect our future results of operations and financial condition include:

–> the fixed basic charter rate that we are paid under our charters;

–> the amount of additional hire that we receive under our charter arrangements;

–> the number of off hire days during which we will not be entitled, under our charter arrangements, to receive either the fixed basic charter rate or additional hire;

–> the amount of daily technical management fees payable under our ship management agreements;

–> our general and administrative and other expenses;

–> our insurance premiums and vessel taxes;

–> any future vessel acquisitions; and

–> our interest expense.

Our future revenues are expected to be derived from fixed rate time charters with subsidiaries of OSG. All seven vessels that we have agreed to acquire from subsidiaries of OSG will be chartered to subsidiaries of OSG.

Our future expenses are expected to consist primarily of daily technical management fees payable under our ship management agreements, interest expense, insurance premiums, vessel taxes, financing expenses and general and administrative expenses. Our vessel owning subsidiaries will enter into ship management agreements with Tanker Management, a subsidiary of OSG, under which it will be responsible for all technical management of the vessels, including crewing, maintenance and ordinary repairs, scheduled drydockings (subject to certain adjustments when the agreement is terminated),

stores and supplies, lubricating oils and insurance deductibles (subject to the limits on deductibles set forth in the ship management agreements). Under these agreements, we will pay a fixed daily fee for the cost of vessels' operations, including scheduled drydockings, for each vessel, which will increase by 2.5% annually after the second year. Other than (i) the technical management fees payable under our ship management agreements, which after two years are cancelable by Tanker Management upon 90 days notice, (ii) interest that will be payable on the $236 million of floating rate indebtedness that will be outstanding under our credit facility upon completion of this offering, which we expect to swap for a fixed rate, (iii) commitment fees under our credit facility (for so long as we do not make any further borrowings under the vessel acquisition facility or the working capital facility), (iv) compensation paid to our executive officers, which is fixed during the terms of their employment agreements, and (v) our directors' fees, none of our future fees or expenses will be fixed.

The charterers will pay us a fixed basic charter rate monthly in advance and additional hire, if any, quarterly in arrears. We will pay daily technical management fees under our ship management agreements monthly in advance. We expect to pay interest under our credit facility quarterly, insurance premiums either annually or more frequently (depending on the policy) and our vessel taxes annually. We intend to fix the entire outstanding amount under the term loan portion of our credit facility of $236 million, which will represent 100% of outstanding amounts at the completion of this offering, with one or more interest rate swap agreements that we will enter on or shortly after the completion of this offering.

CRITICAL ACCOUNTING POLICIES

Our combined carve-out financial statements are prepared in accordance with accounting principles generally accepted in the United States, which require us to make estimates in the application of our accounting policies based on the best assumptions, judgments, and opinions of management. Following is a discussion of

the accounting policies that involve a higher degree of judgment and the methods of their application. For a complete description of all of our material accounting policies, see Note A to our combined carve-out financial statements, included elsewhere in this prospectus.

Carve-out of the Financial Statements of OSG

Our combined carve-out financial statements include the accounts of seven wholly-owned subsidiaries of OSG, a publicly traded company incorporated in Delaware. These combined carve-out financial statement have been prepared to reflect the financial position, results of operations and cash flows of our predecessor, which own the vessels to be acquired by our subsidiaries. Our combined carve-out financial statements are prepared in accordance with generally accepted accounting principles in the United States. The assets, liabilities, results of operations and cash flows were carved out of the consolidated financial statements of OSG using specific identification. In the preparation of these predecessor carve-out financial statements, general and administrative expenses, which were not identifiable as relating to specific vessels, were allocated based on our predecessor's proportionate share of OSG's total ship operating days for each of the periods presented. Ship operating days consist of the aggregate number of calendar days in a period in which our vessels are owned by us. Management believes these allocations to reasonably present our predecessor's financial position, results of operations and cash flows. However, the predecessor combined carve-out statements of financial position, operations and cash flow may not be indicative of those that would have been realized had our predecessor operated as an independent stand-alone entity for the periods presented. Had our predecessor operated as an independent stand-alone entity, its results could have differed significantly from those presented herein.

Revenue Recognition

Our predecessor generated its revenue from vessels operating in pools. Shipping revenue and voyage expenses were pooled and allocated to each pool's participants on a TCE basis in accordance with an agreed-upon formula. For vessels operating in pools or on time charters, shipping revenues are substantially the same as TCE revenues.

Our three VLCCs participate in the Tankers International Pool and our four Aframaxes participate in the Aframax International Pool. Each of these pools generate a majority of its revenue from voyage charters. Within the shipping industry, there are two methods used to account for voyage revenues and expenses: (1) ratably over the estimated length of each voyage and (2) completed voyage. The recognition of voyage revenues and expenses ratably over the estimated length of each voyage is the most prevalent method of accounting for voyage revenues and expenses and the method used by the pools in which we participate. Under each method, voyages may be calculated on either a load-to-load or discharge-to-discharge basis. In applying its revenue recognition method, management of each of the pools believes that the discharge-to-discharge basis of calculating voyages more accurately estimates voyage results than the load-to-load basis. Since, at the time of discharge, management generally knows the next load port and expected discharge port, the discharge-to-discharge calculation of voyage revenues and expenses can be estimated with a greater degree of accuracy. Revenues from time charters performed by vessels in the pools are accounted for as operating leases and are recognized ratably over the periods of such charters, as service is performed. In accordance with Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements," each of the pools does not begin recognizing voyage revenue until a charter has been agreed to by both the pool and the customer, even if the vessel has discharged its cargo and is sailing to the anticipated load port on its next voyage.

Vessel Lives and Impairment

The carrying value of each of our vessels represents its original cost at the time it was delivered less depreciation calculated using an estimated useful life of 25 years from the date such vessel was originally delivered from the shipyard. In the shipping industry, use of a 25-year life has become the standard. The actual life of a vessel may be different. We have evaluated the impact of the revisions to MARPOL Regulation 13G that became effective April 5, 2005 and the EU regulations that went into force on October 21, 2003 on the economic lives assigned to the fleet. Because the fleet consists of modern, double hull vessels, the revised regulations do not affect any of our vessels. If the economic lives assigned to the tankers prove to be too long because of new regulations or other future events, higher depreciation expense and impairment losses could result in future periods related to a reduction in the useful lives of any affected vessels.

The carrying values of our vessels may not represent their fair market value at any point in time since the market prices of second-hand vessels tend to fluctuate with changes in charter rates and the cost of newbuildings. Historically, both charter rates and vessel values have been cyclical. We record impairment losses only when events occur that cause us to believe that future cash flows for any individual vessel will be less than its carrying value. The carrying amounts of vessels held and used by us are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of a particular vessel may not be fully recoverable. In such instances, an impairment charge would be recognized if the estimate of the undiscounted future cash flows expected to result from the use of the vessel and its eventual disposition is less than the vessel's carrying amount. This assessment is made at the individual vessel level since separately identifiable cash flow information for each vessel is available.

In developing estimates of future cash flows, we must make assumptions about future charter rates, ship operating expenses and the estimated remaining useful lives of the vessels. These assumptions are based on historical trends as well as future expectations. Although management believes that the assumptions used to evaluate potential impairment are reasonable and appropriate, such assumptions are highly subjective.

Drydocking

Within the shipping industry, there are three methods that are used to account for drydockings: (1) capitalize drydocking costs as incurred (deferral method) and amortize such costs over the period to the next scheduled drydocking, (2) accrue the estimated cost of the next scheduled drydocking over the period preceding such drydocking and (3) expense drydocking costs as incurred. Because drydocking cycles typically extend over two and a half years or longer, management believes that the deferral method provides a better matching of revenues and expenses than the expense-as-incurred method. We further believe that the deferral method is preferable to the accrual method because estimates of drydocking costs can differ greatly from actual costs and, in fact, anticipated drydockings may not be performed if management decides to dispose of the vessels before their scheduled drydock dates.

RESULTS OF OPERATIONS

Income from Vessel Operations

During 2004, TCE revenues increased by $70,126,000, or 107%, to $135,966,000 from $65,840,000 in 2003. This improvement resulted from increases in the average daily TCE rates earned of $20,583 per day and in revenue days of 564 days. The increase in revenue days was primarily attributable to the late 2003 delivery of the *Overseas Sophie* and the delivery of the *Overseas Cathy* in 2004. During 2003, TCE revenues increased by $34,493,000 to $65,840,000 from $31,347,000 in 2002, as a result of increases in the average daily TCE rates earned of $17,281 per day and in revenue days of 107 days due to the delivery of the *Overseas Sophie*.

TCE revenues increased by $2,324,000, or 4%, to $60,285,000 for the first six months of 2005 from $57,961,000 in the first six months of 2004. This improvement resulted from increases in the average daily TCE rates earned of $1,854 per day and in revenue days of 17 days. The increase in revenue days was primarily attributable to the delivery of the *Overseas Cathy* during the first quarter of 2004.

During the six months ended June 30, 2005 and for the years ended 2004, 2003 and 2002, all of our TCE revenues were derived in the spot market, because pools predominantly perform voyage charters.

Reliance on the spot market contributes to fluctuations in our revenue, cash flow and net income/(loss), but affords us greater opportunity to increase income from vessel operations when rates rise.

Vessel expenses increased by $4,645,000 to $15,601,000 in 2004 from $10,956,000 in 2003 principally as a result of the vessel deliveries described above. Vessel expenses increased by $707,000 to $10,956,000 in 2003 from $10,249,000 in 2002, principally as a result of October 2003 delivery of the *Overseas Sophie* and the timing of delivery of lubricating oils and spares on the *Overseas Ann*.

Vessel expenses increased by $1,451,000 to $8,750,000 for the first six months of 2005 from $7,299,000 for the same period in 2004 principally as a result of increases in crew costs and running repairs for the *Ania* and *Rebecca* during the first six months of 2005.

Depreciation and amortization increased by $3,070,000 to $17,762,000 in 2004 from $14,692,000 in 2003 as a result of the vessel deliveries described above. Depreciation and amortization increased by

$300,000 to $14,692,000 in 2003 from $14,392,000 in 2002 as a result of the delivery of the *Overseas Sophie* in late 2003.

Depreciation and amortization increased by $332,000 to $9,082,000 for the first six months of 2005 from $8,750,000 for the same period in 2004 principally as a result of the delivery of the *Overseas Cathy* during the first quarter of 2004 and amortization of drydock costs incurred on the *Overseas Ann and Overseas Chris*.

General and Administrative Expenses

General and administrative expenses, consisting primarily of salaries and other employee related costs, office rent, legal and professional fees and travel and entertainment, were allocated based on our predecessor's proportionate share of OSG's total ship operating days for each of the periods presented. Ship operating days represent the aggregate number of days OSG owned its vessels, and were 2,533 days in 2004, 1,893 in 2003 and 1,825 in 2002, and 1,267 and 1,245 for the six months ended June 30, 2005 and 2004, respectively. Management believes these allocations to reasonably present our predecessor's financial position, results of operations and cash flows.

Management estimates that on a stand-alone basis, general and administrative expenses will approximate $2.2 million per year, which includes directors' fees and expenses, the salary and benefits of our two executive officers, legal fees, fees of independent auditors and advisors, directors and officers insurance, rent and miscellaneous fees and expenses.

Interest Expense

Interest expense increased by $2,712,000 to $8,645,000 in 2004 from $5,933,000 in 2003, principally as a result of a decrease of $3,421,000 in interest capitalized in connection with vessel construction due to the delivery of the *Overseas Sophie* and the *Overseas Cathy* and an increase in the average rate paid on the loans payable to OSG and long-term debt, partially offset by a decrease in the average amount of loans payable to OSG outstanding in 2004 compared with 2003.

Interest expense decreased by $1,847,000 to $5,933,000 in 2003 from $7,780,000 in 2002, principally as a result of an increase of $1,649,000 in interest capitalized in connection with vessel construction and a decrease in the average rate paid on the loans payable to OSG, partially offset by the impact of a floating-to-fixed interest rate swap that increased interest expense by $896,000 in 2003.

Interest expense decreased by $1,146,000 to $3,042,000 for the first six months in 2005 from $4,188,000 for the same period in 2004 principally as a result of a decrease in the average amount of loans payable to OSG outstanding in the first six months of 2005 compared with the same period in 2004. Loans payable to OSG were contributed to capital effective April 1, 2005.

LIQUIDITY AND SOURCES OF CAPITAL

We operate in a capital intensive industry. We expect to finance the acquisition of our seven vessels with the net proceeds of this offering, borrowings under our credit facility and through the issuance of shares of our common stock to a subsidiary of OSG. Our working capital requirements relate to our operating expenses, including payments under our ship management agreements, payments of interest, payments of insurance premiums, payments of vessel taxes and the payment of principal at maturity under our credit facility. Initially, we intend to fund our working capital requirements with cash from operations and, if necessary, borrowings under our credit facility, which includes a $15 million working capital facility. We similarly may need to fund our future vessel acquisitions with additional borrowings under our credit facility, which also includes a $150 million vessel acquisition facility that,

subject to the satisfaction of conditions to drawdown, permits us to borrow amounts to pay all or a portion of the purchase price of additional vessels. We may refinance all or a portion of any additional indebtedness that we incur for vessel acquisitions from time to time with the net proceeds of future equity issuances.

Our combined financial statements represent the operations of our vessels by our predecessor prior to our acquisition of the vessels. The acquisition of the vessels by our predecessor and their operations were funded by bank debt and loans from OSG. As a result, our combined financial statements are not indicative of the financial position, results of operations or cash flows we would have achieved had we operated as an independent stand-alone entity during the periods presented or of future results.

Working capital at June 30, 2005 was approximately $7,690,000 compared with $21,127,000 at December 31, 2004, $4,620,000 at December 31, 2003 and $1,727,000 at December 31, 2002. Unbilled voyage receivables at December 31, 2004 equaled $27,440,000 compared with $11,089,000 at December 31, 2003. As of December 31, 2004, such balance represents our share of unremitted pool earnings of $18,148,000 ($7,257,000 at December 31, 2003) due from the Tankers International Pool and $9,292,000 ($3,832,000 at December 31, 2003) due from the Aframax International Pool. The increase in amounts due from each of the pools is principally the result of the significant increase in TCE rates earned by our VLCCs and Aframaxes in the fourth quarter of 2004 ($109,578 per day for VLCCs and $57,579 per day for Aframaxes) compared with the comparable quarter of 2003 ($37,586 per day for VLCCs and $23,616 per day for Aframaxes).

Net cash provided by operating activities was approximately $59,235,000 in the first six months of 2005 compared with $41,442,000 in the comparable period of 2004. Net cash provided by operating activities was approximately $87,988,000 in 2004 compared with $41,273,000 in 2003 and $5,335,000 in 2002. The treasury functions of OSG are managed centrally. Accordingly, cash received by our predecessor (principally charter hire) was swept from our accounts to OSG for investment purposes, with a corresponding reduction in the loan payable to OSG. Cash required by our predecessor (principally vessel operating expenses, voyage expenses and debt amortization) was transferred from OSG with a corresponding increase in the loan payable to OSG. We had total debt outstanding of $87,000,000 at June 30, 2005, compared with $259,851,000, including $170,251,000 due to OSG, at December 31, 2004, and $334,403,000, including $239,603,000 due to OSG, at December 31, 2003. Loans payable to OSG did not have fixed repayment dates. In 2004 and 2003 and for the six months ended June 30, 2005 and 2004, available net cash provided by operating activities was used to repay certain of the amounts advanced by OSG.

During the second quarter of 2005, OSG made a capital contribution of approximately $114,320,000 to our predecessor, reducing loans payable to OSG to zero.

In July 2005, our predecessor repaid the outstanding balance of its long-term debt with funds contributed to capital by OSG.

Our predecessor was in compliance with the financial covenants contained in its secured loan agreement as of June 30, 2005. The agreement imposed certain operating restrictions and established minimum financial covenants for OSG. Failure by OSG to comply with any of the covenants in the agreement could have resulted in a default, which would have permitted lenders to accelerate the maturity of the debt and to foreclose upon collateral securing the debt. Under those circumstances, our predecessor would not have had sufficient funds or other resources to satisfy its remaining obligations.

AGGREGATE CONTRACTUAL OBLIGATIONS

We will not assume any of the debt that has been allocated to our predecessor and, following the completion of this offering and the transactions described in this prospectus, we expect our long-term contractual obligations to be as follows, assuming the completion of this offering on October 15, 2005:

	Summary Long-Term Future Contractual Obligations							
	2005	2006	2007	2008	2009	2010	Thereafter	Total
	(In thousands)							
Ship management agreements[1]	$ 3,331	$ 15,585	$ 15,668	$ 16,103	$ 16,461	$ 15,886	$ 9,934	$ 92,968
Long-term debt[2]	—	12,272	12,272	12,305	12,272	12,272	282,413	343,806
Total	$ 3,331	$ 27,857	$ 27,940	$ 28,408	$ 28,733	$ 28,158	$ 292,347	$ 436,774

(1) Our ship management agreements are cancelable by us at any time upon 90 days notice. Each charterer has the right to approve the replacement manager that we select; however, such approval may not to be unreasonably withheld. Each charterer also has the right to cause us to change the manager of its vessel under certain circumstances if it is dissatisfied with the manager's performance. In addition, in the event a ship management agreement is terminated, we will make a payment to Tanker Management in the amount of the aggregate drydocking costs paid by Tanker Management in excess of the aggregate drydock-related management fee payments, in accordance with the terms set forth in the applicable ship management agreement. If at such time drydock-related management fee payments exceed aggregate drydocking costs, we will receive a payment from Tanker Management in the amount of the difference.

(2) Amounts shown include contractual interest obligations on $236 million of debt under the term portion of our credit facility expected to be outstanding upon the completion of this offering. The interest obligations have been estimated using an interest rate of 5.2% per annum based on an interest rate swap arrangement that we could have entered into as of the date of this prospectus. We expect to enter into such a swap arrangement on or shortly after the completion of this offering. We expect that interest on the balance outstanding will be payable quarterly and the principal will be payable at maturity.

We will collect our fixed basic charter rate monthly in advance and pay our technical management fees monthly in advance. To the extent there are additional hire revenues, we will receive such additional hire quarterly in arrears. Although we can provide no assurances, we expect that our cash flow from our chartering arrangements will be sufficient to cover our technical management fees, interest payments, commitment fees and other financing costs under our credit facility, insurance premiums, vessel taxes, general and administrative expenses and other costs and any other working capital requirements for the short and medium term. If necessary, we may also fund our working capital requirements with borrowings under our credit facility, which includes a $15 million working capital facility that may be drawn in full until the credit facility's fifth anniversary. We may fund our future vessel acquisitions with additional borrowings under our credit facility, which also includes a $150 million vessel acquisition facility that, subject to the satisfaction of conditions to drawdown, permits us to borrow amounts to

pay the purchase price of additional vessels. Our longer term liquidity requirements include repayment of the principal balance of our credit facility. We will require new borrowings and/or issuances of equity or other securities to meet this repayment obligation.

Subject to the assumptions and qualifications contained in the section of this prospectus entitled "Dividend Policy" and the matters described in the section of this prospectus entitled "Risk Factors," we estimate that, based on revenue consisting of basic hire payments in the aggregate amount of $71.2 million and expenses consisting of ship management fees payable in the amount of $15.6 million, insurance premiums of $2.4 million, vessel taxes of $0.1 million, general and administrative expenses of $2.2 million, cash interest expense of $12.3 million, and commitment and other bank fees of $0.6 million, the total amount of available cash from operations during 2006 will

be $38.1 million. Such amount reflects our use of our available cash from operations to fund our working capital requirements and does not give effect to any additional hire that we may earn. We intend to use this cash to pay dividends as described in the section of this prospectus entitled "Dividend Policy." We believe that our cash flow from our charters will be sufficient to fund our working capital requirements, which does not include any quarterly dividends for the short and medium term.

Marshall Islands law generally prohibits the payment of dividends other than from surplus (retained earnings and the excess of consideration received for the sale of shares above the par value of the shares) or while a company is insolvent or would be rendered insolvent by the payment of such a dividend. In addition, under the terms of our credit facility, we may not declare or pay any dividends if we are in default under the credit facility or if the market value of our vessels is less than 135% of our outstanding borrowings under the credit facility plus the actual or notional cost of terminating any interest rate swaps that we enter.

RISK MANAGEMENT

Our predecessor was exposed, and we expect to be exposed, to market risk from changes in interest rates, which could affect our results of operation and financial position. Our predecessor managed exposure to interest rate risk through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. We expect to manage this mix in a cost-effective manner by entering into one or more interest rate swap agreements in which we exchange fixed and variable interest rates based on agreed upon notional amounts. We will use such derivative financial instruments as risk management tools and not for speculative or trading purposes. In addition, we expect the counterparty to the derivative financial instrument to be a major financial institution in order to manage exposure to nonperformance by counterparties.

As of June 30, 2005, our predecessor had a swap with a notional amount of $87,000,000 outstanding. The scheduled reductions in the notional amount of this swap match the reductions in the hedged debt. The swap converted the LIBOR-based interest rate on the debt to a fixed rate of 4.58% per annum plus the applicable margin. The swap was terminated in July 2005 at which time a loss of approximately $1,471,000 was recognized.

The shipping industry's functional currency is the U.S. dollar. All of our revenues and most of our operating costs are in U.S. dollars.

EFFECTS OF INFLATION

We do not believe that inflation has had or is likely, in the foreseeable future, to have a significant impact on vessel operating expenses, drydocking expenses and general and administrative expenses.

OFF BALANCE SHEET ARRANGEMENTS

We do not currently have any liabilities, contingent or otherwise, that we would consider to be off balance sheet arrangements.

The International Tanker Industry

The information contained under this heading has been reviewed by Maritime Strategies International Ltd., or MSI, which has confirmed to us, and we believe that this information is a general, accurate description of the international tanker industry. The statistical and graphic information in this prospectus has been compiled by MSI from its databases and a number of industry sources. MSI's methodologies for collecting data, and therefore the data collected, may differ from those of other sources, and its data does not reflect all of the actual transactions occurring in the market. MSI's data compilation is subject to limited audit and validation procedures by MSI, and neither we nor any of our affiliates have independently verified this data. We believe that the information and data supplied by MSI is accurate in all material respects and we have relied upon such information for purposes of this prospectus.

OVERVIEW

The international oil tanker industry provides seaborne transportation of crude and refined petroleum products for the oil market. Its customers include oil companies, oil traders, large oil consumers, oil refiners, government agencies and storage facility operators. In 2004, the industry transported an estimated 2.69 billion metric tons of oil, including 2.08 billion of crude oil and 0.61 billion of refined petroleum products. The freight rate for transporting oil can be volatile and is related to the demand for, and the supply of, oil tankers. Demand for oil tankers is influenced by many factors including international economic activity, changes in oil production, consumption, price levels, crude and refined products inventories and the distances over which oil is transported. Tanker supply, or the size of the international tanker fleet, is influenced by newbuilding levels, the scrapping of older vessels, the drydocking of existing vessels, environmental regulations and other factors.

Industry Ownership

Seaborne transportation of crude oil and other petroleum products are provided both by major oil companies (private as well as state-owned) and by independent ship owners. The desire of major oil companies to outsource shipping has caused the number of tankers owned by oil companies to decrease in the last 20 years.

As a result of this trend, independent tanker companies now own or control a large majority of the international tanker fleet.

In recent years, leading tanker owners have been consolidating at an unprecedented rate. The ten largest tanker companies (by dwt) currently control approximately 26% of the international tanker fleet, compared with 18% in 1997. These companies are seeking to exploit the commercial and operational advantages of a larger fleet, either by increasing their own capacity or by placing their vessels in commercial pools. Due to their large size, commercial pools offer participants more opportunities to enter into complex charters, including contracts of affreightment, and to minimize unloaded backhauls and non-earning days through scheduling efficiencies than if vessel owners were to operate a vessel outside of a pool.

Tanker Demand

The amount of oil transported in tankers is governed by the demand for oil, which is affected by general economic conditions, including international economic activity, imbalances between domestic production and consumption, oil prices and inventory levels for crude oil and refined petroleum products. Oil demand is also subject to seasonal factors. Winter heating and summer gasoline demand in the Northern hemisphere cause consumption to rise after a second quarter trough to a peak in the

fourth quarter. However, due to the growing importance of Asia, this seasonal pattern has become less marked during the last five years.

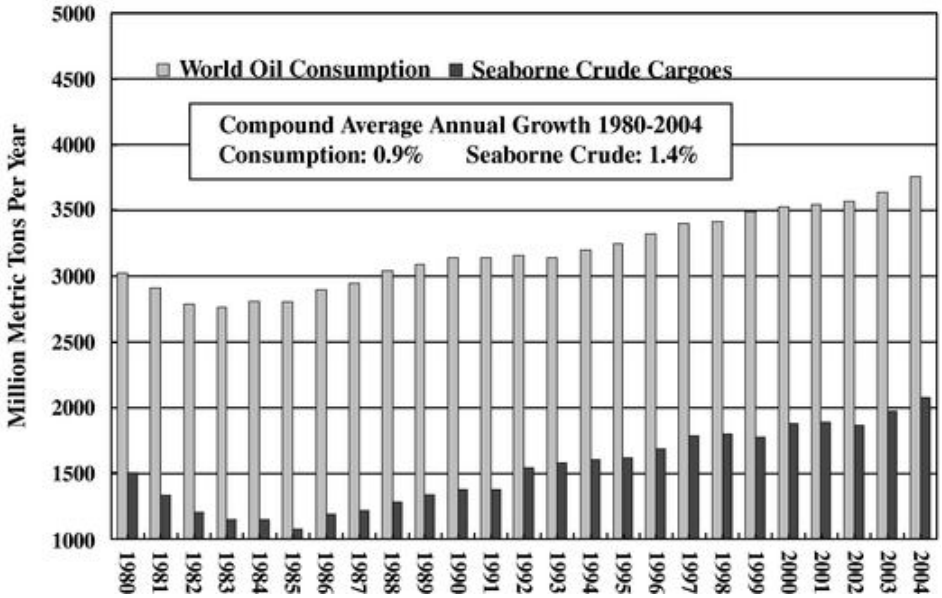
In addition to the volume of oil cargo, tanker demand is affected by the distance required to transport oil from oil-producing locations to oil-consuming destinations. Tanker demand is usually expressed in "tonne-miles", defined as the product of the amount of oil transported in tankers and the distance over which such oil is transported.

The distance component is the most variable element of tonne-mile demand. Seaborne trading distances are determined principally by the location of oil production and its efficient distribution for refining and end use consumption. These trading patterns are sensitive both to major geopolitical events and to small shifts, imbalances and disruptions at all stages from wellhead production through refining to end use. Seaborne trading distances are also influenced by infrastructural factors, such as the availability of pipelines and canal "shortcuts".

The greatest portion of oil delivered by sea is delivered to the major industrial and industrializing economies of the world, such as the United States, Western Europe, Japan, the Pacific Rim and India. This oil is shipped by tankers from the main exporting regions, primarily the Middle East, which has the world's largest proven oil reserves and accounts for almost half of all crude oil exports. Due to the relatively long distances between Middle Eastern loading terminals and discharge ports in most of these importing regions, the level of oil exports from the Middle East strongly affects the demand for tanker capacity and hence tanker rates. Oil exports from regions such as Latin America and the North Sea are typically shipped over much shorter distances and thus have a relatively smaller impact on tanker demand and rates.

The following chart outlines world oil consumption and seaborne trade from 1980 to 2004.

OIL CONSUMPTION AND SEABORNE CRUDE TRADE



Global Demand Growth

The growth in tanker demand seen in recent years has been driven by increases in oil consumption, import dependency and voyage hauls.

Increasing oil consumption. There has been a worldwide increase in oil consumption. Since the early 1980s, when the 1979 to 1980 hike in oil prices and the ensuing worldwide economic recession caused the market to contract, global oil consumption has enjoyed sustained growth, driven primarily by demand for transportation fuels. In the last two years, however, demand has accelerated and in 2004 increased by 3.4%. The International Energy Agency, or IEA, expects world demand to grow by 2.0% in 2005.

The largest oil consumers are situated in the established industrial economies of the world, such as the United States, Western Europe and Japan. However, demand for oil has increased the fastest among consumers in newly industrializing countries, including those in South and Far East Asia. China, for example, currently consumes less than 10% of global oil but has absorbed the equivalent of 43% of every extra barrel produced since 1999. In 2004, China surpassed Japan to become the world's second-largest oil consumer after the United States.

Increasing import dependency. The demand for crude is growing substantially faster than supply in the major consuming regions. Crude consumption transported by sea (rather than crude produced domestically) rose to 55% in 2004, compared with a low of 38% in 1985. Whereas Chinese demand has increased by an average of 8.4% each year since 1999, its domestic oil output rose by an average of only 1.6%. Similarly, in North America, which accounts for over a quarter of world demand, oil consumption has grown by 1.2% per year since 1999, while annual production has risen by only 0.1% per year. This growing import dependency is further accelerated by the progressive run-down of commercial oil stocks, as oil majors have sought to minimize inventory costs.

Increasing voyage lengths. The fastest-expanding oil exporters are located in the Caspian Sea, Africa and the Arabian Gulf, at considerable distances from their fastest-growing customers (such as those in the Far East) and accordingly, the average voyage length has been rising. Almost 60% of world oil exports originate from the Middle East, the Former Soviet Union, or the FSU, and Africa. By comparison, exporters located close to large consumers, for example, those located in the North Sea (West Europe), the Caribbean Basin (the United States) and Indonesia (Far East), have been losing market share.

Although the FSU has been the fastest-growing exporter since 1999, the world's largest proven oil reserves are located in the Middle East, from which almost 40% of all seaborne crude shipments, or more than twice its nearest regional rival, currently originate. By virtue of both volume and the distances shipped, Middle East exports exert strong influence on tanker employment and hence tanker rates. For example, whereas it would require approximately 5 million dwt to transport 1 million barrels per day to the U.S. Gulf from the North Sea, it would take 13 million dwt to do so from the Arabian Gulf.

As the tables below illustrate, growth in oil demand over the last six years has been strongest in China and, to a lesser extent, North America. In contrast, demand in Western Europe has been flat or falling. At the same time, oil supply has grown fastest in non-OPEC regions, particularly in the FSU, while output from both the Middle East and other OPEC areas has dipped in 2001 and 2002 from previous levels before rising again in subsequent years.

OIL CONSUMPTION

	1999	2000	2001	2002	2003	2004	Compound annual growth rate 1999-2004
	(in million metric tons)						%
North America	976	986	987	990	1,008	1,037	1.2
Western Europe	660	657	664	659	662	665	0.2
P.R. China	217	240	244	260	279	324	8.4
Other Asia	732	744	740	749	758	767	0.9
Rest of World	909	913	917	924	935	974	1.4
Total	3,494	3,539	3,552	3,581	3,642	3,767	1.6

WORLD OIL SUPPLY

	1999	2000	2001	2002	2003	2004	Compound annual growth rate 1999-2004
	(in million metric tons)						%
North Sea	302	304	296	291	277	265	(2.6)
Former Soviet Union	370	393	425	466	514	559	8.6
Other Non-OPEC	1,367	1,397	1,401	1,430	1,437	1,456	1.3
Total Non-OPEC	2,039	2,095	2,121	2,187	2,228	2,280	2.3
Arabian Gulf OPEC	971	1,034	999	922	1,023	1,099	2.5
Other OPEC	467	485	478	466	452	490	0.9
Total OPEC	1,438	1,519	1,476	1,388	1,475	1,588	2.0
Total	3,477	3,614	3,598	3,575	3,703	3,868	2.2

Tanker Supply

The supply of tanker capacity is measured by the amount of suitable deadweight tonnage available to transport oil and depends on the aggregate tonnage of the existing international tanker fleet, the number of newbuildings, the scrapping of older tankers and the number of tankers used for storage, in drydock or otherwise not available for transporting use.

The decision to order newbuildings and scrap older vessels is influenced by many factors, including prevailing and expected charter rates, newbuilding, secondhand and scrap prices, availability of delivery dates and government and industry regulation of maritime transportation practices, particularly environmental protection laws and regulations. It takes approximately 18 to 36 months, depending in part on berth availability at shipyards, from the time a newbuilding contract is placed for a ship-owner to take delivery of a vessel. Shipyard orderbooks are presently at peak levels due to strong demand from all sectors of the shipping industry, including the tanker sector. As a result, there are virtually no shipyard berths available for tanker delivery prior to 2008.

Over the last five years tanker scrapping has increased as stricter inspection and regulatory and political pressures have forced the mandatory retirement of older tonnage built in the mid 1970s. Consequently, tanker fleet capacity has grown at an average rate of only 2.1% during the last five years, despite the high level of newbuildings.

Major Tanker Segments

Oil tankers are customarily divided into crude and products carriers. Product carriers have coated tanks and transport various refined oil products. Crude oil tankers are classified according to their deadweight size. While there is no standard industry-wide categorization of the vessel types, crude oil tankers are customarily divided into the following four market segments:

Segment	Size Range
	(dwt)
VLCCs	200,000 +
Suezmaxes	120,000-200,000
Aframaxes	80,000-120,000
Panamaxes	60,000-80,000

The table below sets forth information about the number of vessels and deadweight capacity of each of these market segments as of July 1, 2005. The information below for VLCCs includes Ultra Large Crude Carriers, or ULCCs, which are 320,000 dwt and above. The information for Aframaxes and Panamaxes includes coated tankers, which can transport refined products as well as crude oil.

	Number of Vessels		Deadweight Capacity	
Segment	Total	Share	Total (mm)	Share
		%		%
VLCCs	466	27	135.87	50
Suezmaxes	324	19	48.52	18
Aframaxes	647	37	64.97	24
Panamaxes	302	17	19.94	7
TOTAL	1,739	100	269.30	99

Note: These figures exclude combination carriers which can transport dry cargo as well as oil.

The VLCC market

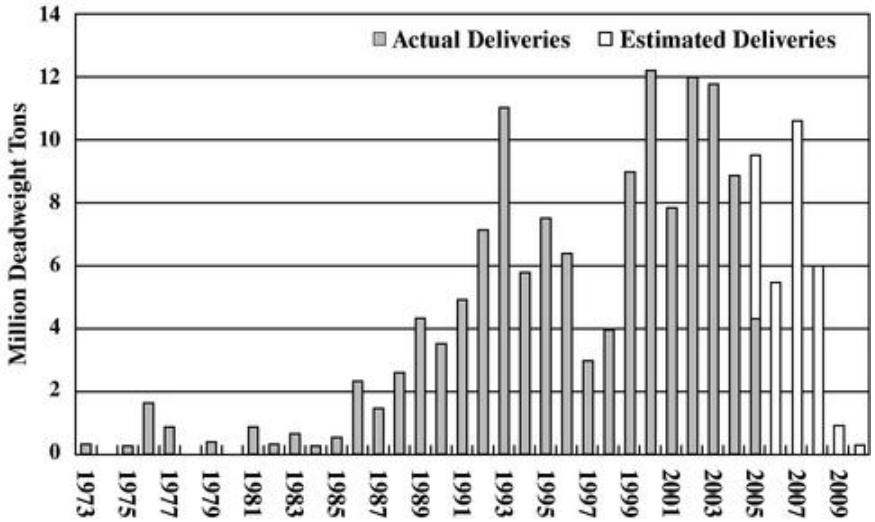
VLCC trade routes. Because of their economies of scale, VLCCs are typically chartered to transport crude oil, wherever cargo volumes, voyage distances and port and canal size restrictions permit. VLCCs carry approximately 80% to 85% of all crude oil exported from the Middle East and are most frequently deployed on long-haul Arabian Gulf trade routes to the Far East, to Western Europe (via the Cape of Good Hope) and to the U.S. Gulf. Enhanced by growing cargo volumes from the Middle East, longer average voyage lengths and diversification into new Atlantic and West African routes, VLCC employment expanded by 31% over the last decade compared with 25% for the crude tanker market as a whole.

VLCC fleet profile. VLCCs comprise the largest segment of the crude-carrying tanker fleet, constituting 50% of fleet deadweight capacity as of July 1, 2005. Apart from IMO regulations, the key factors influencing the scrapping of VLCCs have been their age and the repair and maintenance costs of keeping them in class. Most of the VLCCs built in the 1970s have been scrapped and,

correspondingly, the average age of the VLCC fleet has declined steeply from 14.2 years at the end of 1999 to 8.4 years by July 1, 2005. Although only 21 VLCCs will pass their 25th or 30th anniversaries during the current decade, some 176 VLCCs (or 35% of the VLCC fleet by dwt capacity) do not have double hulls. Given the considerable cost of retrofitting a second hull to a VLCC of this age and given that current IMO regulations stipulate (subject to some exceptions) that all non-double hulled VLCCs must be phased out by 2010, it is likely that high levels of enforced scrappings will persist during the coming decade.

Over the next five years, approximately 28.2 million dwt of VLCC newbuildings are scheduled for delivery. This corresponds to 20.8% of the VLCC fleet as at July 1, 2005 and amounts to approximately 59% of the capacity of single hulled vessels. Actual deliveries will depend on whether shipyards alter their delivery schedules and whether new contracts are added to the volume of orders already placed. However, as previously mentioned, available shipyard berths for new contract deliveries prior to 2008 are extremely limited. As such, actual deliveries from 2005 through 2007 are more likely to fall short of, rather than exceed, those currently scheduled. The chart below, which includes scheduled new deliveries, outlines the VLCC fleet by deadweight by year built.

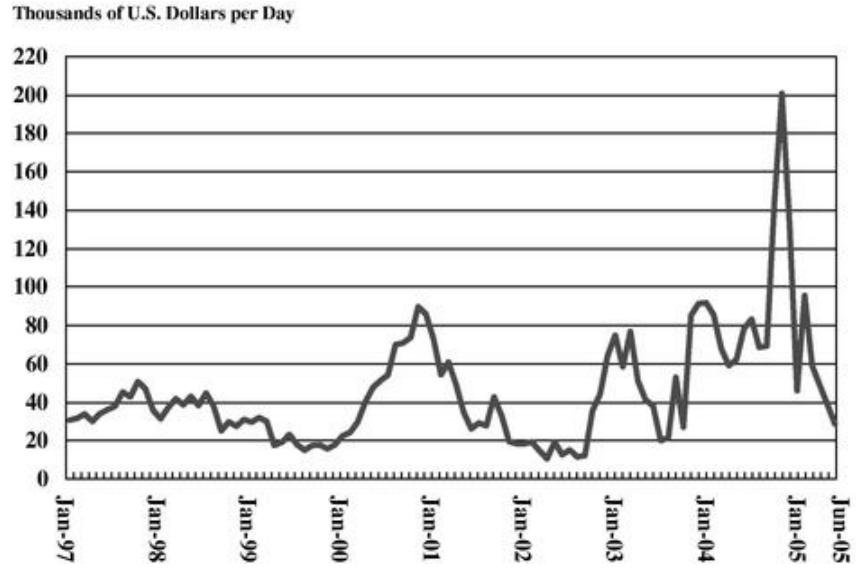
VLCC FLEET BY YEAR OF BUILD AND SCHEDULED NEW DELIVERIES (AS AT JULY 1, 2005)



VLCC earnings. VLCC freight rates can be highly volatile and vary substantially even on a day-to-day basis. VLCC rates depend largely on the market fundamentals of VLCC supply and demand but are also influenced by other factors such as the cost of bunkers and port charges. Modern vessels typically earn more than older vessels due to fuel and other efficiencies. In addition, older vessels are prone to longer off hire periods due to repair and maintenance requirements, which reduce their earnings capabilities.

The chart below shows VLCC time charter equivalent spot rates for VLCCs. VLCC earnings have successively increased since the beginning of this decade. During the latest peak in November 2004, average earnings for a modern double hull VLCC exceeded $200,000 per day. Although freight rates have subsequently come off these peaks, VLCC earnings remain at very high levels compared with the 1980s and 1990s.

VLCC (MODERN DOUBLE HULL) AVERAGE TIME CHARTER EQUIVALENT EARNINGS



VLCC (MODERN DOUBLE HULL) AVERAGE TIME CHARTER EQUIVALENT EARNINGS

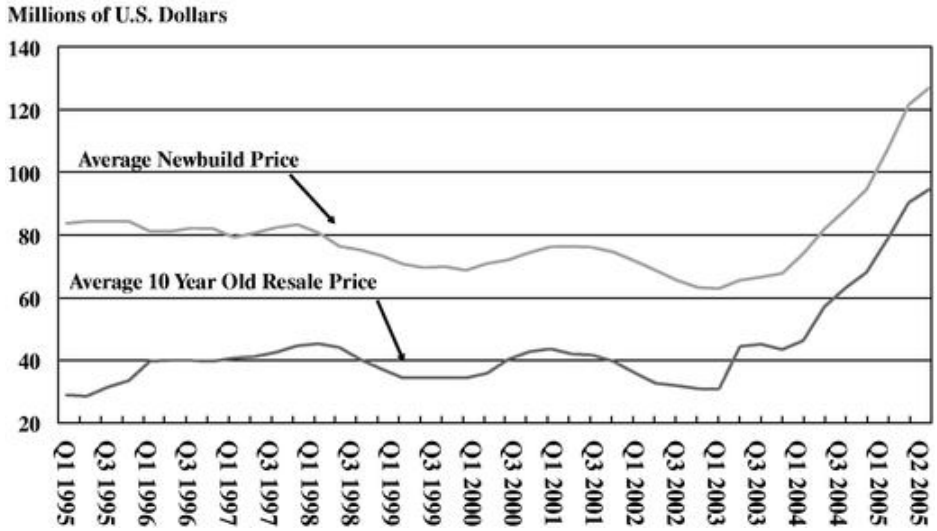
	1999	2000	2001	2002	2003	2004	2005*
				(in U.S. dollars per day)			
Average TCE Earnings	21,210	55,440	38,830	23,290	52,430	96,040	52,940

**Note: January through June.*

VLCC prices. After a long period of relative stability, shipyard contracting prices for VLCCs began to climb in 2003. Buoyed by strong orderbooks and steep cost increases for steel plate, the average shipyard contract price for a VLCC newbuilding rose by 80% from 2003 to 2005. Resale values have increased even more markedly. Strong earnings growth and the lack of near-term berths have caused the average price of a ten year old VLCC to more than double over the last two years.

The chart below depicts the average newbuild price of a VLCC compared with the resale price of a ten year old vessel over the last decade. In both instances, VLCC prices have seen dramatic increases from 2003 to the present time.

VLCC NEWBUILD AND RESALE VALUES



The Aframax Market

Aframax trade routes. As a result of their flexibility and size, Aframaxes are deployed in much more diverse trading patterns than the larger tankers and transport crude from virtually all the major crude exporting regions in both the Atlantic and Pacific. Aframax crude carriers are typically deployed on short haul or distributive routes where draft or other size restrictions prevent the use of larger tankers or where crude oil is produced or consumed in smaller quantities.

The principal intra-regional trading areas for Aframax crude carriers are Europe and the Mediterranean (including the Black Sea), the Atlantic Basin (including the Caribbean and North Sea) and the Asia Pacific region. However, Aframaxes also transport crude on longer haul routes, in particular, across the Atlantic Ocean westbound from Europe to North America.

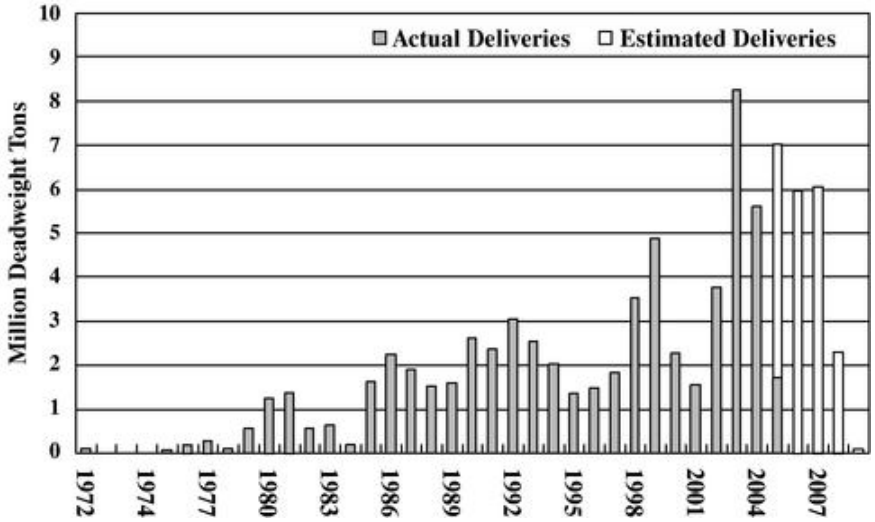
Aframax fleet profile. Aframax tankers account for the second-largest share (after VLCCs) of the total crude tanker fleet by dwt. As at July 1, 2005, this share was 24% of the fleet, including coated tankers which can also transport refined products. The average age of the Aframax fleet is 9.3 years and, like other tanker fleets, the fleet is substantially younger than it was five years ago. However, approximately 6.8 million dwt, or 10.5% of fleet capacity, is 20 or more years old and 17.6 million dwt, or 27.0% of the fleet, is not fitted with double hulls. Aframax tankers are subject to the same IMO regulations as VLCCs and, while it is not possible to know with certainty whether these regulations will change, it is highly probable that the large majority of tonnage that is not double hulled will have to be scrapped by 2010.

Aframax newbuildings scheduled for delivery from 2005 through 2009 stood at 17.9 million dwt as at July 1, 2005, representing 27.6% of the existing Aframax fleet. Although this is a large orderbook by historical standards, the figure is very close to the 17.6 million dwt of non-double hull Aframax tonnage which is likely to be scrapped under IMO regulations. Since shipyard berths for additional

newbuilding contracts are effectively unavailable for delivery prior to 2008, it is also likely that actual deliveries will not exceed this figure over the next three years.

The chart below, which includes scheduled new deliveries, outlines the Aframax fleet by deadweight by year built.

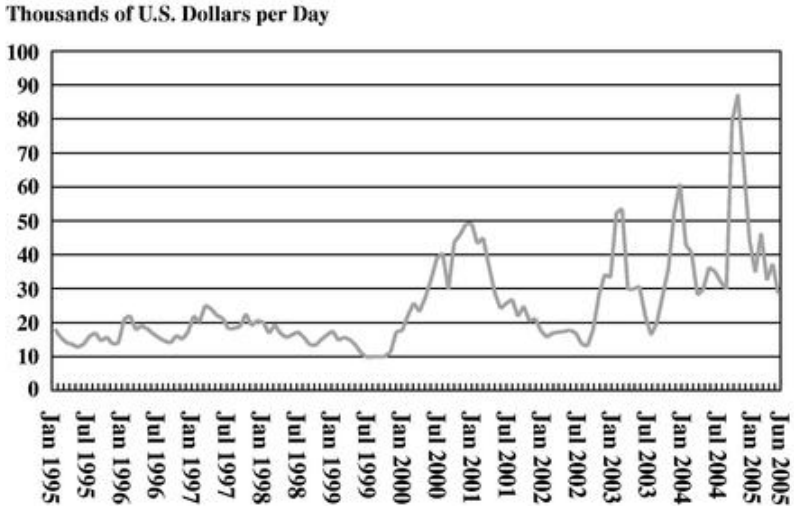
AFRAMAX FLEET BY YEAR OF BUILD
AND SCHEDULED NEW DELIVERIES
(AS AT JULY 1, 2005)



Aframax earnings. Aframax earnings are highly volatile and vary substantially even on a day-to-day basis. While earnings depend largely on the supply-demand imbalance, other factors govern earnings. Modern vessels typically earn more than older vessels due to fuel and other efficiencies. In addition, modern tonnage is generally preferred for time charters.

The chart below shows time charter equivalent spot rates for Aframaxes. As with VLCCs rates, Aframax spot rates have been extremely volatile over the last five years. However, average freight earnings have been substantially higher than during the previous decade. Each freight cycle has peaked at successively higher levels with average TCE spot rates touching $87,500 per day during November 2004.

AFRAMAX (MODERN DOUBLE HULL)
AVERAGE TIME CHARTER EQUIVALENT EARNINGS



AFRAMAX (MODERN DOUBLE HULL)
AVERAGE TIME CHARTER EQUIVALENT EARNINGS

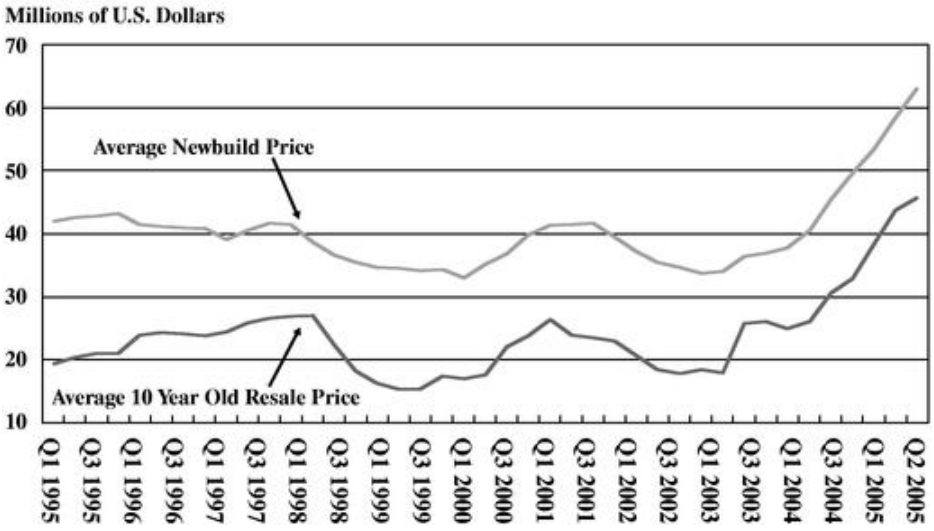
	1999	2000	2001	2002	2003	2004	2005*
				(in U.S. dollars per day)			
Average TCE Earnings	13,120	33,250	30,640	18,970	33,250	48,170	37,390

** Note: January through June.*

Aframax prices. Aframax prices have followed a similar pattern to those of VLCCs for the same reasons. Shipyard contracting prices started to rise in 2003 as a result both of the global shortage of shipyard berths and cost pressures, particularly for steel plate. As a result, the average shipyard contract price for an Aframax newbuilding has risen by more than 80% since 2003. Due to strong earnings growth and the premium on immediate delivery, resale values have climbed substantially faster. At the beginning of 2002, the average price of a ten year old Aframax amounted to just over 50% of the contracting cost for an equivalent newbuilding. By the first quarter of 2005, that figure had risen to above 80%.

The chart below depicts the average newbuild price of an Aframax compared with the resale price of a ten year old vessel over the last decade. In both instances, Aframax prices have seen dramatic increases from 2003 to the present time.

AFRAMAX NEWBUILD AND RESALE VALUES



Business

OUR COMPANY

We are a newly formed company that was incorporated in April 2005 under the laws of the Marshall Islands as a wholly owned indirect subsidiary of Overseas Shipholding Group, Inc., a Delaware corporation, or OSG. Simultaneously with the completion of this offering, we will acquire a fleet of seven double-hull tankers consisting of three very large crude carriers, or VLCCs, which are tankers ranging in size from 200,000 to 320,000 deadweight tons, or dwt, and four Aframax tankers, which are tankers ranging in size from 80,000 to 120,000 dwt. Our fleet principally operates on international routes and had a combined carrying capacity of 1,342,372 dwt and a weighted average age of 5.4 years as of July 1, 2005, compared with a weighted average age of 9.6 years for the world tanker fleet.

We will acquire the seven vessels in our fleet from subsidiaries of OSG in exchange for cash and shares of our common stock, at which time we will charter these vessels back to subsidiaries of OSG. OSG, one of the world's largest bulk-shipping companies, owns and operates a modern fleet of 93 vessels (including the seven vessels that comprise our fleet) that have a combined carrying capacity of 12.2 million dwt. OSG's fleet consists of both internationally flagged and U.S. flagged vessels that transport crude oil, petroleum products and dry bulk commodities. Following the completion of this offering, OSG will beneficially own approximately 33% of our outstanding common stock, assuming the underwriters do not exercise their over-allotment option.

Our strategy is to charter our vessels primarily pursuant to multi-year time charters to take advantage of the stable cash flow associated with long-term time charters. In addition, our time charter arrangements include a profit sharing component that gives us the opportunity to earn additional hire when vessel earnings exceed the basic hire amounts set forth in the charters. When our vessels are operated in the Tankers International Pool and the Aframax International Pool, we expect our potential to earn additional hire will benefit from the higher utilization rates realized by these pools. In a pooling arrangement, the net revenues generated by all of the vessels in a pool are aggregated and distributed to pool members pursuant to a pre-arranged weighting system that recognizes each vessel's earnings capacity based on its cargo capacity, speed and consumption, and actual on-hire performance.

We have agreed to time charter our tankers to subsidiaries of OSG for terms of five to six and one-half years. Each time charter may be renewed by the charterer on one or more successive occasions for periods of one, two or three years, up to an aggregate of five, six or eight years, depending on the vessel. If a time charter is renewed, the charter terms providing for profit sharing will remain in effect and the charterer, at the time of exercise, will have the option to select a basic charter rate that is equal to (i) 5% above the published one-, two- or three-year time charter rate (corresponding to the extension length) for the vessel's class, as decided by a shipbrokers panel, or (ii) the basic hire rate set forth in the applicable charter. The shipbrokers panel, which we call the Broker Panel, will be The Association of Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and the charterer.

OUR COMPETITIVE STRENGTHS

We believe that we have a number of strengths that provide us with a competitive advantage in the tanker industry, including:

–> *A modern, high quality fleet.* As of July 1, 2005, our three VLCC and four Aframax vessels had a weighted average age of 5.4 years, compared with a weighted average age for the world tanker fleet of 9.6 years. All of our tankers are of double hull construction and were designed and built to

OSG's specifications and have only been operated by OSG. We believe they are among the most efficient and safest tankers in the world. We believe that owning and maintaining a modern, high quality fleet reduces off hire time and operating costs, improves safety and environmental performance and provides us with a competitive advantage in securing employment for our ships.

–> *Participation in OSG's pooling arrangements.* We expect to benefit from OSG's membership in the Tankers International Pool for VLCCs and the Aframax International Pool for Aframaxes, as we expect OSG's subsidiaries will operate our vessels in these pools. We believe that, over a longer period

of time, our potential to earn additional hire will be enhanced by the higher utilization rates and lower overhead costs that a vessel operating inside a pool can achieve compared with a vessel operating independently outside of a pool.

–> *An experienced management team.* Our management team is led by Ole Jacob Diesen, our chief executive officer, who has over 30 years of experience in the shipping industry. Mr. Diesen has been an independent corporate and financial management consultant since 1997 and has extensive experience in the shipping industry, including advising on a broad range of shipping transactions such as vessel sales and financings, vessel charters, pooling and technical management agreements.

OUR STRATEGY

Our strategy is designed to generate stable cash flow through long-term fixed rate charters that provide us with the potential to earn additional revenue. The key elements of our strategy are:

–> *Time charter our fleet to OSG under multi-year, fixed-rate time charters that provide for profit sharing.* We have agreed to time charter our vessels to subsidiaries of OSG, one of the world's largest bulk-shipping companies, for periods of five to six and one-half years under charters that provide for fixed monthly payments, plus the potential to earn additional profit sharing payments. We believe that our long-term charters will generate stable and predictable cash flow and provide us with the opportunity to earn significant additional hire as market rates exceed our basic hire rates.

–> *Substantially fix our operating costs under our ship management agreements.* Our tankers will be managed by Tanker Management Ltd., a wholly owned indirect subsidiary of OSG that we refer to as Tanker Management, or our technical manager, pursuant to ship management agreements that will become effective at the completion of this offering. Under these agreements, which are coterminous with the charter for the applicable vessel, Tanker Management will assume all responsibilities for the technical management of our vessels and for most of the operating costs (excluding insurance premiums and vessel taxes) in exchange for a fee that will be fixed for the first two years of the agreements. We believe these arrangements provide us with added certainty regarding the operating costs of our vessels.

–> *Strategically expand our fleet.* We intend to grow our fleet through timely and selective acquisitions of additional vessels in a manner that is accretive to earnings and dividends per share. Although the vessels in our fleet will initially consist of our three VLCCs and four Aframax tankers, we intend to consider potential acquisitions of tankers in smaller size classes as well. To facilitate our future acquisitions, we expect to enter into a credit facility in connection with this offering that, subject to the satisfaction of conditions to drawdown, will permit us to borrow on a committed basis up to $150 million to finance the purchase price of additional vessels that we may acquire in the future.

MEMORANDA OF AGREEMENT

The following summary of the material terms of the memoranda of agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, all the provisions of the

memoranda of agreement. Because the following is only a summary, it does not contain all information that you may find useful. For more complete information, you should read the entire memorandum of agreement for each vessel filed as an exhibit to the registration statement of which this prospectus forms a part.

Pursuant to the memoranda of agreement that we entered on September 20, 2005, we have agreed to acquire seven tankers from subsidiaries of OSG simultaneously with the closing of this offering. The total purchase price for these vessels will be equal to the net proceeds from the sale of 20,000,000 shares of common stock pursuant to this offering, after deducting underwriting commissions and estimated offering expenses, borrowings of $236 million under the term loan portion of our credit facility and the issuance of 9,999,900 shares of our common stock to a wholly owned subsidiary of OSG. Each of our subsidiaries will acquire one of the vessels set forth below. We will be the borrower under our credit facility and each of our subsidiaries will guarantee our obligations under the credit facility.

Based on an assumed public offering price of $15.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, the purchase price for our fleet will be approximately $664.3 million. Each of our subsidiaries has agreed to purchase one tanker for the percentage of the purchase price set forth below. The amount of cash and number of shares of our common stock that comprise the purchase price for each vessel is set forth in the memoranda of agreement which are filed as exhibits to our registration statement.

Vessel	Type	Percentage of aggregate purchase price
Overseas Ann	VLCC	21.5%
Overseas Chris	VLCC	21.5%
Regal Unity	VLCC	16.8%
Overseas Cathy	Aframax	12.2%
Overseas Sophie	Aframax	11.8%
Rebecca	Aframax	8.1%
Ania	Aframax	8.1%
		100.0%

Under the memoranda of agreement, the subsidiaries of OSG have warranted to us that the vessels to be sold to us will be delivered in class, without recommendation (or that any existing recommendation will be addressed at OSG's expense) and with valid classification certificates. Each of the OSG subsidiaries has also warranted to us that the vessels to be sold to us will be free from all charters, encumbrances, mortgages and maritime liens or any other debts

whatsoever (other than the time charters we have entered with OSG and any subcharter arrangements OSG has made) and will indemnify us against all consequences of claims made against the vessels which have been incurred prior to the time of delivery.

Under the memoranda of agreement, we have the right to inspect each of the vessels and its records in connection with our purchase. We have completed such inspections using a qualified third party but we have not performed any underwater inspections prior to the time of delivery. OSG will be responsible for repairing any class condition or recommendation that is found to have existed at its own cost. As of the date of this prospectus, we are aware of two recommendations that we believe are immaterial. OSG has agreed that it is responsible for these recommendations, including payment of charter hire for any possible off hire time that results from such recommendations.

CHARTER ARRANGEMENTS

The following summary of the material terms of the charters does not purport to be complete and is subject to, and qualified in its entirety by reference to, all the provisions of the charters. Because the following is only a summary, it does not contain all information that you may find useful. For more complete information, you should read the entire time charter party for each vessel filed as an exhibit to the registration statement of which this prospectus forms a part.

General

Prior to the completion of this offering, our wholly owned subsidiaries will agree to time charter our vessels to the charterers under the charters for a period of five to six and one-half years, as set forth in the table below. Each time charter may be renewed by the charterer on one or more successive occasions for periods of one, two or three years, up to an aggregate of five, six or eight years, depending on the vessel. The charterer must exercise its renewal option in writing at least 90 days prior to expiration of the existing charter. If a time charter is renewed, the charter terms providing for profit sharing will remain in effect and the charterer, at the time of exercise, will have the option to select a basic charter rate that is equal to (i) 5% above the published one-, two- or three-year time charter rate (corresponding to the extension length) for the vessel's class, as decided by a shipbrokers panel, or (ii) the basic hire rate set forth in the charter. The shipbrokers panel, which we call the Broker Panel, will be The Association of Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and the charterer. We have agreed to guarantee the obligations of each of our subsidiaries under the charters and OSG has agreed to guarantee each charterer's obligation to make charter payments to us.

Vessel	Term of Initial Charter	Expiration of Initial Charter	Term of Extension Periods	Maximum Aggregate Extension Term
Overseas Ann	$6^1/_2$ years	April 16, 2012	1, 2 or 3 years	8 years
Overseas Chris	6 years	October 16, 2011	1, 2 or 3 years	8 years
Regal Unity	$5^1/_2$ years	April 16, 2011	1, 2 or 3 years	6 years
Overseas Cathy	$6^1/_4$ years	January 16, 2012	1, 2 or 3 years	8 years
Overseas Sophie	$5^3/_4$ years	July 16, 2011	1, 2 or 3 years	8 years
Rebecca	5 years	October 16, 2010	1, 2 or 3 years	5 years
Ania	5 years	October 16, 2010	1, 2 or 3 years	5 years

The charterers are wholly-owned subsidiaries of OSG. Under the charters, we will be required to keep the vessels seaworthy, and to crew, operate and maintain them, including ensuring (i) that the vessels have been approved for trading (referred to in the industry as "vetting approvals") by a minimum of four major oil companies and (ii) that we do not lose any vetting approvals that are required to maintain the vessels' trading patterns. Tanker Management will perform those duties for us under the ship management agreements described below. If structural changes or new equipment is required due to changes mandated by legislation or regulation, the vessel classification society or the standards of an oil company for which vetting approval is required, the charterers will be required to pay the first $50,000 per year per vessel for all such changes. To the extent the cost of all such changes exceeds $50,000 the excess cost will be apportioned to us and the charterer of the vessel on the basis of the ratio of the remaining charter period and the remaining useful life of the vessel (calculated as 25 years from the year built), with the charterers paying 50% of the apportioned cost. Each charter also provides that the basic hire will be reduced if the vessel does not achieve the performance specifications set forth in the charter. Pursuant to the charters, the charterers have agreed to endeavour

to avoid or limit any liability to their customers for consequential damages. In addition, the charterers and OIN have agreed to use their commercial best efforts to charter our vessels on market terms and to ensure that preferential treatment is not given to any other vessels owned, managed or controlled by OIN or its affiliates.

The charterers have a right of first offer over the sale of a vessel, which, in the event we wish to sell a vessel, requires us to offer to sell the vessel to the applicable charterer at a price determined by a shipbroker panel. The charterers will not be obligated to pay us charter hire for off hire days that include days a vessel is unable to be in service due to, among other things, repairs or drydockings. However, we expect to obtain loss of hire insurance that will generally provide coverage against business interruption for periods of more than 21 days (in the case of our VLCCs) or 14 days (in the case of our Aframaxes) per incident (up to a maximum of 120 days per incident), following any loss under our hull and machinery policy.

The terms of the charters do not provide the charterers with an option to terminate the charter before the end of their respective terms. However, the charterers may terminate in the event of the total loss or constructive total loss of a vessel, if the vessel fails an inspection by a government and/or a port state authority, in the event the vessel fails to comply with the charter's vetting requirements, or in the event that the vessel is rendered unavailable for charterers' service for a period of thirty days or more as a result of detention of a vessel by any governmental authority, or by any legal action against vessel or owners, or by any strike or boycott by the vessel's officers or crew.

Basic hire

Under each time charter, the daily charter rate for each of our vessels, which we refer to as basic hire, will be payable to us monthly in advance and will increase annually. The basic hire under the charters for each vessel type during each year of the fixed term of the charter is as follows:

Charter Year	End of Charter Year*	VLCC	Aframax (*Overseas Cathy* and *Overseas Sophie*)	Aframax (*Rebecca* and *Ania*)
1	October 16, 2006	$ 37,200/day	$24,500/day	$ 18,500/day
2	October 16, 2007	37,400/day	24,700/day	18,700/day
3	October 16, 2008	37,500/day	24,800/day	18,800/day
4	October 16, 2009	37,600/day	24,900/day	18,900/day
5	October 16, 2010	37,800/day	25,100/day	19,100/day
6	October 16, 2011	38,100/day	25,400/day	

* *The charters for the Overseas Cathy* and the *Overseas Ann expire on January 16, 2012 and April 16, 2012, respectively. During the period from October 16, 2011 to their respective expiration dates, the basic hire is $25,700 and $38,500 per day, respectively. The charter for the Regal Unity expires on April 16 , 2011 and the charter for the Overseas Sophie expires on July 16, 2011.*

Under each time charter, the charterer will have the option to renew the charter on one or more successive occasions for periods of one, two or three years, up to an aggregate of five, six or eight years, depending on the vessel. Each such option will be exercisable not less than three months prior to the then effective charter expiration date. If a time charter is renewed, the charter terms providing for profit sharing will remain in effect and the charterer, at the time of exercise, will have the option to select a basic charter rate that is equal to (i) 5% above the published one-, two- or three-year time charter rate (corresponding to the extension length) for the vessel's class, as decided by the Broker Panel, or (ii) the basic hire rate set forth in the charter. The Broker Panel will be The Association of

Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and the charterer.

Additional Hire

Pursuant to our charter framework agreement, the parent of each of the charterers, OSG International, Inc., or OIN, has agreed to pay us quarterly in arrears a payment, which is in addition to the basic hire we will receive under our charters, that we refer to as additional hire. OIN will pay us additional hire on a quarterly basis equal to 40% of the excess, if any, of the aggregate charter hire earned (or deemed earned in the event that a vessel is operated in the spot market outside a pool) by the charterers on all of our vessels above the aggregate basic hire paid by the charterers to us in respect of all of our vessels during the calculation period. OSG has agreed to guarantee the additional hire payments due to us under the charter framework agreement. If we sell a vessel to a third party, the vessel will continue to be subject to the charter framework agreement and will continue to earn additional hire, but will not be included in our fleetwide calculations. Additional hire will be calculated on a time charter equivalent, or TCE, basis, regardless of whether the charterers operate our vessels in a pool, on time charters or in the spot market. However, the manner in which charter hire is calculated for a given period will depend on whether our vessels are operated in a pool or in the time or spot charter market. Currently, all of our vessels are operated in either the Tankers International Pool or the Aframax International Pool.

General provisions regarding additional hire.

For the First Four Fiscal Quarters. Additional hire will be calculated at the end of each quarter through and including the quarter ending September 30, 2006 for the period commencing on the effective date of the charters and ending on the last day of the applicable quarter, as follows:

–> TCE revenue earned or deemed earned by the charterers for all of our vessels over the calculation period will be aggregated;

–> the basic hire earned by all of our vessels during the calculation period will also be aggregated;

–> additional hire for the calculation period will be equal to 40% of the excess, if any, of the TCE revenue earned or deemed earned by the charterers over the basic hire earned by all of our vessels;

–> Additional hire payable for the relevant quarter will be equal to the excess, if any, of the additional hire for the calculation period over the amount of additional hire paid in respect of previous quarters; and

–> If, at September 30, 2006, the amount of additional hire paid since the effective date exceeds the amount of additional hire that would have been paid using a single calculation period that started on the effective date and ended on September 30, 2006, then the excess shall be available to offset future additional hire amounts until September 30, 2007.

The calculation period for each of the four quarters beginning on the effective date and ending on September 30, 2006 will be the period commencing on the effective date and ending on the last day of such calendar quarter.

In Subsequent Fiscal Periods. Additional hire for any calendar quarter ending after September 30, 2006 will also be calculated on a fleetwide basis and will be equal to an amount that is 40% of the excess, if any, of (i) the aggregate of the rolling four quarter weighted average hire for all of our

vessels in the calendar quarter over (ii) the aggregate of the basic hire earned by all of our vessels in that calendar quarter. The weighted average hire for each vessel will be determined by:

–> aggregating all TCE revenue earned or deemed earned by the vessel in the four quarter period ending on the last day of the quarter and dividing the result by the number of days the vessel was on hire in that four quarter period; and

–> multiplying the resulting rate by the number of days the vessel was on hire in the calendar quarter.

OIN will be responsible for performing the additional hire calculations each quarter, subject to our right to review its calculations. Additional hire, if any, is payable on the 35th day following the end of each calendar quarter. We will not be required to refund any additional hire payments made to us by OIN in respect of prior periods due to our vessels earning less than the basic hire amounts.

Additional hire for vessels operating in a pool.

General. In order to enhance vessel utilization and earnings, OSG is a member of the Tankers International Pool, which operates VLCCs and ULCCs, and the Aframax International Pool, which operates Aframaxes. Our vessels are currently operated in these pools. The Tankers International Pool currently consists of 49 vessels, including our three VLCCs, and the Aframax International Pool currently consists of 37 vessels, including our four Aframaxes. The large number of vessels managed by these pools allows them to enhance vessel utilization, and therefore vessel earnings, with backhaul cargoes and contracts of affreightment, or COAs, which minimize idle time and distances travelled empty. We therefore believe that, over a longer period of time, our potential to earn additional hire will be enhanced by the higher utilization rates and lower overhead costs that a vessel operating inside a pool can achieve compared with a vessel operating independently outside of a pool.

Allocation of pool revenues. Earnings generated by all vessels operating in a pool are expressed on a TCE basis and then pooled and allocated based on a pre-arranged weighting system that recognizes each vessel's earnings capacity based on its cargo capacity, speed and consumption, and actual on-hire performance. Earnings from vessels operating on voyage charters in the spot market and on COAs within the pool need to be converted into TCEs (by subtracting voyage expenses such as fuel and port charges) while vessels operating on time charters within a pool do not need to be converted. For vessels operating on voyage charters in the spot market and on COAs, aggregated voyage expenses are deducted from aggregated revenues to result in an aggregate net revenue amount, which is the TCE amount. These aggregate net revenues are combined with aggregate time charter revenues to determine aggregate pool TCE revenue. Aggregate pool TCE revenue is then allocated to each vessel in accordance with the allocation formula. Because OSG currently operates all the VLCCs and Aframaxes it owns and charters-in in the Tankers International and Aframax International Pools, respectively, we expect that our vessels will be operated in these pools and that each charterer will earn its vessel's share of the respective pool's TCE revenue from the commencement of our time charters with OSG's subsidiaries and for so long as OSG maintains its membership in that pool. However, OSG can withdraw from either pool at any time, and the members of either pool can agree to change the terms of their respective pools at any time. Furthermore, under the current terms of the respective pool agreements, OSG may withdraw a particular VLCC (including any of ours) from the Tankers International Pool and time charter it to third party for a term exceeding five years and may withdraw a particular Aframax (including any of ours) from the Aframax International Pool and time charter it to a third party for a term in excess of three years.

The amount of TCE revenue earned by our vessels that operate in a pool will be equal to the pool earnings for those vessels, as reported to each charterer by the respective pool manager.

Additional hire for vessels operating outside of a pool.

If OSG withdraws any of our vessels from a pool, or if a pool disbands, the methodology for calculating TCE revenue for determination of additional hire with respect to that vessel will change in the applicable quarter. In that case, TCE revenue for the affected vessel will be equal to:

–> *for periods under time charters:* actual time charter hire earned by the charterer under time charters to third parties for any periods during the quarter that the vessel operates under the time charter, less ship broker commissions paid by the charterer to unaffiliated third parties in an amount not to exceed 2.5% of such time charter hire and commercial management fees paid by the charterer to unaffiliated third parties in an amount not to exceed 1.25% of such time charter hire; plus

–> *for periods in the spot market:* the TCE revenue deemed earned by the charterer in the spot market, calculated as described under the special provisions referred to below. We define spot market periods as periods during the quarter that a vessel is not subchartered by the charterer under a time charter or operating in a pool and during which the vessel is on hire under our time charter with the charterer.

Special provisions regarding the calculation of additional hire when vessels are operated outside of a pool and not in the time charter market.

If a vessel is operated by a charterer outside of a pool and not in the time charter market (i.e., in the spot market), TCE revenue will be deemed earned for the period that the vessel is operating on the spot market and is on hire under our time charter. TCE revenue will be calculated each quarter using averages of the daily spot rates (expressed in Worldscale Points) for the routes specified below, as determined by the Broker Panel. We refer to these averages as the average spot rates and we refer to these routes as the notional routes. The average spot rates will be determined for the notional routes as follows:

–> multiplying the daily spot rate expressed in Worldscale Points (first divided by 100) by the applicable Worldscale flat rate (expressed in U.S. dollars per ton of cargo) for the notional route as set forth in the New Worldwide Tanker Nominal Freight Scale issued by the Worldscale Association for the relevant period and multiplying that product by the cargo size (in tons) for each vessel type to calculate freight income;

–> subtracting voyage costs consisting of brokerage commissions of 2.5% and commercial management costs of 1.25%, bunker costs and port charges from freight income to calculate voyage income; and

–> dividing voyage income by voyage duration, including time in port.

A TCE per-day rate will be calculated based on the average spot rates reported by the Broker Panel and weighted by the notional routes as described below. TCE revenue for the vessel will be calculated by multiplying the TCE per-day rate by the number of days the vessel was operating on hire under our time charter during that quarter.

The Broker Panel will be The Association of Shipbrokers and Agents Tanker Broker Panel or another panel of brokers mutually acceptable to us and OIN. If Worldscale ceases to be published, the Broker Panel shall use its best judgment in determining the nearest alternative method of assessing the market rates on the specified voyages.

On the last day of each calendar quarter, OIN will instruct the Broker Panel to determine for each notional route the average spot rate for the relevant period during that quarter that the vessel was on hire. Periods for which a vessel is off hire under our time charter for any reason will be excluded from the calculation. The Broker Panel will be instructed to deliver their assessment of the average spot rates

no later than the fifth business day following the instruction date to make such assessment. Upon receipt of the Broker Panel's assessment of the average spot rates, OIN will calculate the TCE revenue deemed earned by each charterer for the relevant periods during that quarter, and will deliver such calculation to us no later than the fifth business day following the date on which it receives the average spot rate assessment from the Broker Panel. Such TCE revenue amounts will be included in the additional hire calculation for the quarter. Determinations of the Broker Panel will be binding on us and OIN. We and OIN will share equally the cost of such Broker Panel assessment and of any experts engaged by the Broker Panel.

The notional routes, cargo sizes and the weighting to be applied to each route in calculating the time charter equivalent daily rates is as follows:

1. *Aframaxes*

   Puerta la Cruz to Corpus Christi with 70,000 tons of crude (50% weight)
   Sullom Voe to Wilhelmshaven with 80,000 tons of crude (25% weight)
   Banias to Lavera with 80,000 tons of crude (25% weight)

2. *VLCCs*

   Ras Tanura to Chiba with 250,000 tons of crude (50% weight)
   Ras Tanura to LOOP with 280,000 tons of crude (46% weight)
   Offshore Bonny to LOOP with 260,000 tons of crude (4% weight)

The notional routes are intended to represent routes on which Aframaxes and VLCCs will typically be traded by the charterers. If during the term of the charter, in OIN's reasonable opinion, any notional route ceases to be used by Aframaxes or VLCCs, as the case may be, or the selection of bunkering ports for purposes of determining bunker prices ceases to be representative of bunkering practice along a notional route, OIN may, with our consent, which we may not unreasonably withhold, instruct the Broker Panel to substitute alternative notional routes and bunkering ports that most closely match the routes and bunkering ports then being used by Aframaxes or VLCCs and to apply appropriate weights to such alternative routes for such period.

If in OIN's reasonable opinion it becomes impractical or dangerous, due to war, hostilities, warlike operations, civil war, civil commotion, revolution or terrorism for Aframax tankers and VLCCs to operate on the notional routes, OIN may request our agreement, which we may not unreasonably refuse, for the average daily rate to be determined during the period of such danger or restriction of trading using average spot rates determined by the Broker Panel for alternative notional routes proposed by the charterer that reasonably reflect realistic alternative round voyage trade for Aframaxes and VLCCs during the period of such danger or restriction of trading. In such event, the TCE revenue for such period will be calculated using the daily spot rates for such alternative routes and applying such weights as determined by the charterer, with our agreement, which we may not unreasonably refuse.

Additional details on the calculation of TCE revenue for spot periods are set forth below:

–> Calculation of voyage duration. The voyage duration for each notional route will be calculated for the laden and ballast legs of a round trip on such notional route using the distance, speed and time in port specified below for each vessel.

–> Data used in calculations. The following data will be used in the above calculations and is subject to annual review to ensure consistency with industry standards:

Bunkers in port

For Overseas Cathy and Overseas Sophie: loading 20 tons; discharging 20 tons.

For Rebecca and Ania: loading 20 tons; discharging 20 tons.

For VLCCs: loading 50 tons; discharging 200 tons.

Bunker costs

Bunkers used in the calculation of freight income will be determined based on speed, distance and consumption of bunkers at sea and in port. Bunker costs will be equal to the bunkers used multiplied by the bunker price. Bunker prices will be as published by Platts Bunkerwire, or a similar publication or quotation service mutually acceptable to us and the charterer, and will be increased for barge delivery charges to reflect the average barge delivery charges in the applicable port over the prior applicable period.

Bunker prices for Aframaxes: the weighted average of the daily mean prices during the spot period for Marine Fuel Oil grade IFO 380 CST prevailing at each of Houston (50% weighting), Rotterdam (25% weighting) and Gibraltar (25% weighting).

Bunker prices for VLCCs: the average of the daily mean prices during the spot period for Marine Fuel Oil grade IFO 380 CST prevailing at each of Fujairah and Houston, averaged on an equal weighting.

Port charges

The port charges for each notional route will be equal to the sum of port tariffs, tugs and other port call expenses at the loading and discharging ports, in U.S. dollars, converted if necessary at the exchange rate in effect on the last calendar day of the period for which the TCE day rate is being calculated.

Time in port

For Aframaxes: 5 days, which will be split 2 days loading, 2 days discharging and 1 day idling.

For VLCCs: 7.5 days, which will be split 3 days loading, 3 days discharging and 1.5 days idling.

Distance

The distance for each notional route will be determined according to the "World-Wide Marine Distance Tables" published by British Petroleum.

Speed and consumption at sea

For Overseas Cathy and Overseas Sophie: 15 knots at 60 tons per day in laden condition and 15 knots at 60 tons per day in ballast condition, less a steaming allowance of 7.5% applied to the speeds to allow for weather and navigation.

For Rebecca and Ania: 13.3 knots at 37 tons per day in laden condition and 13.3 knots at 37 tons per day in ballast condition, less a steaming allowance of 7.5% applied to the speeds to allow for weather and navigation.

For VLCCs: 14.75 knots at 105 tons per day in laden condition and 15.75 knots at 100 tons per day in ballast condition, less a steaming allowance of 7.5% applied to the speeds to allow for weather and navigation.

SHIP MANAGEMENT AGREEMENTS

The following summary of the material terms of the ship management agreements does not purport to be complete and is subject to, and qualified in its entirety by reference to, all the provisions of the ship management agreements. Because the following is only a summary, it does not contain all information that you may find useful. For more complete information, you should read the entire ship management agreement for each vessel filed as an exhibit to the registration statement of which this prospectus forms a part.

Prior to the completion of this offering, our vessel owning subsidiaries will enter into fixed rate ship management agreements with Tanker Management. Under the ship management agreements, Tanker Management will be responsible for all technical management and most of the associated costs, including crewing, maintenance, repair, drydockings (subject to the provisions described below), maintaining required vetting approvals, and other vessel operating expenses, but excluding insurance premiums and vessel taxes. We will agree to guarantee the obligations of each of our subsidiaries under the ship management agreements.

Tanker Management will be responsible for all scheduled drydocking costs related to our vessel during the term of the ship management agreement. However, if a ship management agreement is terminated, we will make a payment to Tanker Management in the amount of the cumulative scheduled drydocking costs paid by Tanker Management in excess of the cumulative drydock-related management fee payments paid by us, in accordance with the terms set forth in the applicable ship management agreement. If at such time cumulative drydock-related management fee payments paid by us exceed cumulative scheduled drydocking costs paid by Tanker Management, we will receive a payment from Tanker Management in the amount of the difference. Following the first drydocking of the applicable vessel, we will be responsible for any reasonably unanticipated repair to a vessel that (i) is not due to the fair wear and tear of the vessel and (ii) exceeds any insurance or warranty coverage amounts.

Tanker Management will also be obligated under the ship management agreements to arrange for insurance for each of our vessels, including marine hull and machinery insurance, protection and indemnity insurance (including pollution risks and crew insurances), war risk insurance and loss of hire insurance and we will be responsible for the payment of all premiums. Tanker Management will be responsible for the payment of deductibles subject to the following per claim limits:

- for our hull and machinery policy, $185,000 for claims on any of our VLCCs and $110,000 for claims on any of our Aframaxes;
- for our protection and indemnity policy:
  - $100,000 for claims under the running down clause and the fixed and floating objects clause, and
  - $15,000 for all other protection and indemnity claims.

Tanker Management will not be required to make any payments in respect of any off hire period which is not covered by loss of hire insurance. We expect to obtain loss of hire insurance that will generally provide coverage against business interruption for periods of more than 21 days (in the case of our VLCCs) or 14 (in the case of our Aframaxes) per incident (up to a maximum of 120 days) following any loss under our hull and machinery policy (mechanical breakdown, grounding, collision or other incidence of damage that does not result in a total loss or constructive total loss of the vessel). Tanker Management will be permitted to assign its duties under the ship management agreements to an affiliate at any time.

Each ship management agreement is coterminous with the time charter of the associated vessel. An extension of a time charter will trigger an extension of the associated ship management agreement unless it is cancelled as described below. Under each ship management agreement, we will pay Tanker Management a technical management fee in exchange for the management services and payment of costs described above, expressed in dollars per day that is payable monthly in advance and calculated on the actual number of days in the month. For each management agreement, the technical management fee will be fixed for the first two years and will increase by 2.5% per year thereafter for the duration of the agreement.

The schedule of technical management fees for the initial charter period is as follows:

Year of Agreement	End of Annual Period	VLCC	Aframax
1	October 16, 2006	$ 6,500/day	$ 5,800/day
2	October 16, 2007	6,500/day	5,800/day
3	October 16, 2008	6,663/day	5,945/day
4	October 16, 2009	6,829/day	6,094/day
5	October 16, 2010	7,000/day	6,246/day
6	October 16, 2011	7,175/day	6,402/day
7	October 16, 2012	7,354/day	6,562/day

Under the ship management agreements, Tanker Management has agreed to maintain our vessels so that they comply with the requirements of our charters and are in class with valid certification, and to keep them in the same good order and condition as when delivered, except for ordinary wear and tear. In addition, Tanker Management will be responsible for our fleet's compliance with all government, environmental and other regulations.

The ship management agreements will be cancelable by us for any reason at any time upon 90 days advance notice. Tanker Management will not be able to cancel the agreement except for cause prior to the second anniversary. Following the second anniversary, termination by Tanker Management requires at least 90 days advance notice. Both parties also have the right to terminate any of the ship management agreements if the relevant charter has been terminated. If a ship management agreement is terminated, we will be required to pay a termination fee of $45,000 per vessel to cover costs of the manager associated with termination. We will also be required to obtain the consent of the applicable charterer and our lenders before we appoint a new manager; however, such consent may not to be unreasonably withheld. Each charterer also has the right to cause us to change the manager of the vessel under certain circumstances if it is dissatisfied with the manager's performance.

OSG and its affiliates, including Tanker Management, provide or will provide technical and operational management and payroll and support services for OSG's fleet of vessels, including vessels that are majority owned by independent third parties.

OUR FLEET

The following chart summarizes certain information about the seven vessels we will acquire from OSG and its subsidiaries.

Vessel	Year Built	Dwt	Current Flag	Classification Society
VLCC				
Overseas Ann	2001	309,327	Marshall Islands	Lloyds
Overseas Chris	2001	309,285	Marshall Islands	Lloyds
Regal Unity	1997	309,966	Marshall Islands	ABS
Aframax				
Overseas Cathy	2004	112,028	Marshall Islands	ABS
Overseas Sophie	2003	112,045	Marshall Islands	ABS
Rebecca	1994	94,873	Marshall Islands	ABS
Ania	1994	94,848	Marshall Islands	ABS

The Regal Unity was built in Japan by Universal Shipbuilding Corporation (formerly Hitachi Zosen Corporation) and our other six vessels were built by Hyundai Heavy Industries Co. in South Korea, in each case under full-time on-site supervision of OSG's in-house naval architects.

The vessels were built to OSG's specifications, which, in many areas, exceed industry and shipyard standards and regulatory requirements in place at the time of construction. The vessels were built with limited use of high tensile steel and incorporate additional steel in areas subject to high stress. All of our vessels incorporate higher coating specifications for both the hull and the cargo tanks to minimize corrosion, reduce maintenance and help protect the environment. In addition, all of our vessels have been outfitted with high quality navigation and safety equipment as well as enhanced anti-pollution features. As a result, we believe our vessels are among the most efficient and safest tankers in the world.

As of September 20, 2005, our vessels were appraised by an independent third party on the basis of a sale for prompt delivery for cash at arms' length on normal commercial terms as between a willing buyer and seller, free of any charter or other contracts of employment, as follows: the *Overseas Ann* and the *Overseas Chris* at $127.5 million, the *Regal Unity* at $110 million, the *Overseas Cathy* and the *Overseas Sophie* at $65 million and the *Rebecca* and the *Ania* at $52 million.

RISK OF LOSS AND INSURANCE

Our operations may be affected by a number of risks, including mechanical failure of the vessels, collisions, property loss to the vessels, cargo loss or damage and business interruption due to political circumstances in foreign countries, hostilities and labor strikes. In addition, the operation of any ocean-going vessel is subject to the inherent possibility of catastrophic marine disaster, including oil spills and other environmental mishaps, and the liabilities arising from owning and operating vessels in international trade.

Tanker Management is responsible for arranging for the insurance of our vessels on terms specified in the ship management agreements, which we believe are in line with standard industry practice. We will be responsible for the payment of premiums. Tanker Management will be responsible for the payment of deductibles, up to the amounts specified in the ship management agreements, but will not be required to reimburse us for off hire periods that are not covered by loss of hire insurance. In accordance with the ship management agreements, Tanker Management will arrange for marine hull and machinery and war risks insurance, which includes the risk of actual or constructive total loss,

and protection and indemnity insurance with mutual assurance associations. Tanker Management has also agreed in the ship management agreements to arrange for loss of hire insurance in respect of each of our vessels, subject to the availability of such coverage at commercially reasonable terms. Loss of hire insurance generally provides coverage against business interruption following any loss under our hull and machinery policy. We expect to obtain loss of hire insurance that will generally provide coverage against business interruption for periods of more than 21 days (in the case of our VLCCs) or 14 (in the case of our Aframaxes) per incident (up to a maximum of 120 days) following any loss under our hull and machinery policy (mechanical breakdown, grounding, collision or other incidence of damage that does not result in a total loss of the vessel). Currently, the amount of coverage for liability for pollution, spillage and leakage available to us on commercially reasonable terms through protection and indemnity associations and providers of excess coverage is $1 billion per vessel per occurrence. Protection and indemnity associations are mutual marine indemnity associations formed by shipowners to provide protection from large financial loss to one member by contribution towards that loss by all members.

We believe that our anticipated insurance coverage will be adequate to protect us against the accident-related risks involved in the conduct of our business and that we will maintain appropriate levels of environmental damage and pollution insurance coverage, consistent with standard industry practice. However, there is no assurance that all risks are adequately insured against, that any particular claims will be paid or that we will be able to obtain adequate insurance coverage at commercially reasonable rates in the future following termination of the ship management agreements.

INSPECTION BY A CLASSIFICATION SOCIETY

Every commercial vessel's hull and machinery is evaluated by a classification society authorized by its country of registry. The classification society certifies that the vessel has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the vessel's country of registry and the international conventions of which that country is a member. Each vessel is inspected by a surveyor of the classification society in three surveys of varying frequency and thoroughness: every year for the annual survey, every two to three years for intermediate surveys and every four to five years for special surveys. Should any defects be found, the classification surveyor will issue a "recommendation" for appropriate repairs which have to be made by the shipowner within the time limit prescribed. Vessels may be required, as part of the annual and intermediate survey process, to be drydocked for inspection of the underwater portions of the vessel and for necessary repair stemming from the inspection. Special surveys always require drydocking.

Each of our vessels has been certified as being "in class" by a member society of the International Association of Classification Societies, indicated in the table on page 78 of this prospectus.

ENVIRONMENTAL REGULATION

Government regulation significantly affects the ownership and operation of our tankers. They are subject to international conventions, national, state and local laws and regulations in force in the countries in which our tankers may operate or are registered. Under our ship management agreements, Tanker Management will assume technical management responsibility for our fleet, including compliance with all government and other regulations. If our ship management agreements with Tanker Management terminate, we would attempt to hire another party to assume this responsibility, including compliance with the regulations described herein and any costs associated with such compliance. However, in such event we may be unable to hire another party to perform these and other services for a fixed fee as is the case with Tanker Management, and we may incur substantial costs to comply with environmental requirements.

A variety of governmental and private entities subject our tankers to both scheduled and unscheduled inspections. These entities include the local port authorities (U.S. Coast Guard, harbor master or equivalent), classification societies, flag state administration (country of registry) and charterers, particularly terminal operators and oil companies. Certain of these entities require us to obtain permits, licenses and certificates for the operation of our tankers. Failure to maintain necessary permits or approvals could require us to incur substantial costs or temporarily suspend operation of one or more of our tankers.

We believe that the heightened level of environmental and quality concerns among insurance underwriters, regulators and charterers is leading to greater inspection and safety requirements on all tankers and may accelerate the scrapping of older tankers throughout the industry. Increasing environmental concerns have created a demand for tankers that conform to the stricter environmental standards. Tanker Management will be required to maintain operating standards for all of our tankers emphasizing operational safety, quality maintenance, continuous training of our officers and crews and compliance with U.S. and international regulations. We believe that the operation of our vessels will be in substantial compliance with applicable environmental laws and regulations; however, because such laws and regulations are frequently changed and may impose increasingly stringent requirements, we cannot predict the ultimate cost of complying with these requirements, or the impact of these requirements on the resale value or useful lives of our tankers.

INTERNATIONAL MARITIME ORGANIZATION

In April 2001, the IMO adopted regulations under the International Convention for the Prevention of Pollution from Ships, or MARPOL, requiring new tankers of 5,000 dwt and over, contracted for construction since July 6, 1993, to have double hull, mid-deck or equivalent design. At that time the regulations also required the phase-out of non-double hull tankers by 2015, with tankers having double sides or double bottoms permitted to operate until the earlier of 2017 or when the vessel reaches 25 years of age. Existing single hull tankers were required to be phased out unless retrofitted with double hull, mid-deck or equivalent design no later than 30 years after delivery. These regulations were adopted by over 150 nations, including many of the jurisdictions in which our tankers operate. Subsequent amendments to the MARPOL regulations accelerated the phase out of single hull tankers to 2005 for Category I vessels and 2010 for Category II and III vessels. Category I vessels are crude oil tankers of 20,000 dwt and above and product tankers of 30,000 dwt and above that are pre-MARPOL Segregated Ballast Tanks (SBT) tankers. Category II tankers are crude oil tankers of 20,000 dwt and above and product tankers of 30,000 dwt and above that are post-

MARPOL SBT tankers. Category III tankers are tankers above 5,000 dwt, but below the deadweight specified for Category I and II tankers above. The IMO may adopt additional regulations in the future that could further restrict the operation of single hull vessels. All of the tankers we have agreed to acquire are double-hulled and are thus not subject to phase-out under existing IMO regulations.

The IMO has also negotiated international conventions that impose liability for oil pollution in international waters and a signatory's territorial waters. In September 1997, the IMO adopted Annex VI to the International Convention for the Prevention of Pollution from Ships to address air pollution from ships. Annex VI, which became effective in May 2005, sets limits on sulfur oxide and nitrogen oxide emissions from ship exhausts and prohibits deliberate emissions of ozone depleting substances, such as chlorofluorocarbons. Annex VI also includes a global cap on the sulfur content of fuel oil and allows for special areas to be established with more stringent controls on sulfur emissions. All of our vessels are currently compliant with these regulations. Additional or new conventions, laws and regulations may be adopted that could adversely affect Tanker Management's ability to manage our ships.

Under the International Safety Management Code, or ISM Code, promulgated by the IMO, the party with operational control of a vessel is required to develop an extensive safety management system that includes, among other things, the adoption of a safety and environmental protection policy setting forth instructions and procedures for operating its vessels safely and describing procedures for responding to emergencies. Tanker Management will rely upon its safety management system.

The ISM Code requires that vessel operators obtain a safety management certificate for each vessel they operate. This certificate evidences compliance by a vessel's management with code requirements for a safety management system. No vessel can obtain a certificate unless its operator has been awarded a document of compliance, issued by each flag state, under the ISM Code. Tanker Management has the requisite documents of compliance for its offices and safety management certificates for all of our tankers for which the certificates are required by the IMO. Tanker Management will be required to renew these documents of compliance and safety management certificates annually.

Noncompliance with the ISM Code and other IMO regulations may subject the ship-owner or charterer to increased liability, may lead to decreases in available insurance coverage for affected vessels and may result in the denial of access to, or detention in, some ports. For example, the U.S. Coast Guard and European Union authorities have indicated that vessels not in compliance with the ISM Code will be prohibited from trading in U.S. and European Union ports.

Although the United States is not a party to these conventions, many countries have ratified and follow the liability plan adopted by the IMO and set out in the International Convention on Civil Liability for Oil Pollution Damage of 1969. Under this convention and depending on whether the country in which the damage results is a party to the 1992 Protocol to the International Convention on Civil Liability for Oil Pollution Damage, a vessel's registered owner is strictly liable for pollution damage caused in the territorial waters of a contracting state by discharge of persistent oil, subject to certain complete defenses. Under an amendment to the Protocol that became effective on November 1, 2003, for vessels of 5,000 to 140,000 gross tons (a unit of measurement for the total enclosed spaces within a vessel), liability will be limited to approximately $6.7 million plus $931 for each additional gross ton over 5,000. For vessels of over 140,000 gross tons, liability will be limited to approximately $132 million. As the convention calculates liability in terms of a basket of currencies, these figures are based on currency exchange rates on September 8, 2005. Under the 1969 Convention, the right to limit liability is forfeited where the spill is caused by the owner's actual fault; under the 1992 Protocol, a ship-owner cannot limit liability where the spill is caused by the owner's intentional or reckless conduct. Vessels trading to states that are parties to these conventions must provide evidence of insurance covering the liability of the owner. In jurisdictions where the International Convention on Civil Liability for Oil Pollution Damage has not been adopted, various legislative schemes or common law govern, and liability is imposed either on the basis of fault or in a manner similar to that convention. We believe that our P&I insurance will cover the liability under the plan adopted by the IMO.

IMO regulations also require owners and operators of vessels to adopt Ship Oil Pollution Emergency Plans, or SOPEPs. Periodic training and drills for response personnel and for vessels and their crews are required.

U.S. OIL POLLUTION ACT OF 1990 AND COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT

The United States regulates the tanker industry with an extensive regulatory and liability regime for environmental protection and cleanup of oil spills, consisting primarily of the U.S. Oil Pollution Act of

1990, or OPA, and the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA. OPA affects all owners and operators whose vessels trade with the United States or its territories or possessions, or whose vessels operate in the waters of the United States, which include the U.S. territorial sea and the 200 nautical mile exclusive economic zone around the United States. CERCLA applies to the discharge of hazardous substances (other than oil) whether on land or at sea. Both OPA and CERCLA impact our operations.

Under OPA, vessel owners, operators and bareboat or demise charterers are "responsible parties" who are liable, without regard to fault, for all containment and clean-up costs and other damages, including property and natural resource damages and economic loss without physical damage to property, arising from oil spills and pollution from their vessels.

In general, OPA limits the liability of responsible parties to the greater of $1,200 per gross ton or $10 million per tanker that is over 3,000 gross tons (subject to possible adjustment for inflation). The act specifically permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries, and some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters. In some cases, states that have enacted this type of legislation have not yet issued implementing regulations defining tanker owners' responsibilities under these laws. CERCLA, which applies to owners and operators of vessels, contains a similar liability regime and provides for cleanup, removal and natural resource damages associated with discharges of hazardous substances (other than oil). Liability under CERCLA is limited to the greater of $300 per gross ton or $5 million.

These limits of liability do not apply, however, where the incident is caused by violation of applicable U.S. federal safety, construction or operating regulations, or by the responsible party's gross negligence or willful misconduct. Similarly, these limits do not apply if the responsible party fails or refuses to report the incident

or to cooperate and assist in connection with the substance removal activities. OPA and CERCLA each preserve the right to recover damages under existing law, including maritime tort law.

OPA also requires owners and operators of vessels to establish and maintain with the U.S. Coast Guard evidence of financial responsibility sufficient to meet the limit of their potential strict liability under the act. The U.S. Coast Guard has enacted regulations requiring evidence of financial responsibility consistent with the maximum limits of liability described above for OPA and CERCLA (combined), or $1,500 per gross ton for tankers. Under the regulations, evidence of financial responsibility may be demonstrated by insurance, surety bond, self-insurance, guaranty or an alternative method subject to approval by the Director of the U.S. Coast Guard National Pollution Funds Center. Under OPA regulations, an owner or operator of more than one tanker is required to demonstrate evidence of financial responsibility for the entire fleet in an amount equal only to the financial responsibility requirement of the tanker having the greatest maximum strict liability under OPA and CERCLA. Tanker Management has provided the requisite guarantees and has received certificates of financial responsibility from the U.S. Coast Guard for each of our tankers required to have one.

Tanker Management has arranged insurance for each of our tankers with pollution liability insurance in the amount of $1 billion. However, a catastrophic spill could exceed the insurance coverage available, in which event there could be a material adverse effect on our business, on the charterer's business, which could impair the charterer's ability to make payments to us under our charters, and on Tanker Management's business, which could impair Tanker Management's ability to manage our vessels.

Under OPA, oil tankers as to which a contract for construction or major conversion was put in place after June 30, 1990 are required to have double hulls. In addition, oil tankers without double hulls will not be permitted to come to U.S. ports or trade in U.S. waters by 2015. All of the vessels we have agreed to acquire have double hulls.

OPA also amended the Federal Water Pollution Control Act to require owners and operators of vessels to adopt vessel response plans for reporting and responding to oil spill scenarios up to a "worst case" scenario and to identify and ensure, through contracts or other approved means, the availability of necessary private response resources to respond to a "worst case discharge". In addition, periodic training programs and drills for shore and response personnel and for vessels and their crews are required.

Vessel response plans for our tankers operating in the waters of the United States have been approved by the U.S. Coast Guard. In addition, the U.S. Coast Guard has announced it intends to propose similar regulations requiring certain vessels to prepare response plans for the release of hazardous substances. Tanker Management will be responsible for ensuring our vessels comply with any additional regulations.

OPA does not prevent individual states from imposing their own liability regimes with respect to oil pollution incidents occurring within their boundaries. In fact, most U.S. states that border a navigable waterway have enacted environmental pollution laws that impose strict liability on a person for removal costs and damages resulting from a discharge of oil or a release of a hazardous substance. These laws may be more stringent than U.S. federal law.

EUROPEAN UNION TANKER RESTRICTIONS

In July 2003, in response to the *Prestige* oil spill in November 2002, the European Union adopted legislation that prohibits all single hull tankers used for the transport of oil from entering into its ports or offshore terminals by 2010. The European Union, following the lead of certain European Union nations such as Italy and Spain, has also banned all single hull tankers carrying heavy grades of oil from entering or leaving its ports or offshore terminals or anchoring in areas under its jurisdiction. Commencing in April 2005, certain single hull tankers above 15 years of age are also restricted from entering or leaving European Union ports or offshore terminals and anchoring in areas under European Union jurisdiction. All of the tankers we have agreed to acquire are double hulled. The European Union has also adopted legislation that: (1) bans manifestly sub-standard vessels (defined as those over 15 years old that have been detained by port authorities at least twice in a six month period) from European waters, creates an obligation of port states to inspect at least 25% of vessels using these ports annually and provides for increased surveillance of vessels posing a high risk to maritime safety or the marine environment and (2) provides the European Union with greater authority and control over classification societies (private organizations that, among other things, inspect and monitor ships and assess whether ships meet required technical standards), including the ability to seek to suspend or revoke the authority of negligent societies. In addition, the European Union is considering the adoption of criminal sanctions for certain pollution events, such as the unauthorized discharge of tank washings. It is impossible to predict what legislation or additional regulations, if any, may be promulgated by the European Union or any other country or authority.

VESSEL SECURITY REGULATIONS

As of July 1, 2004, all ships involved in international commerce and the port facilities that interface with those ships must comply with the new International Code for the Security of Ships and of Port Facilities, or ISPS Code. The ISPS Code, which was adopted by the IMO in December 2002, provides

a set of measures and procedures to prevent acts of terrorism, which threaten the security of passengers and crew and the safety of ships and port facilities. All of our ships have obtained an International Ship Security Certificate, or ISSC, from a recognized security organization approved by the vessels flag state and each vessel has developed and implemented an approved Ship Security Plan.

LEGAL PROCEEDINGS

The nature of our business, which involves the acquisition, chartering and ownership of our vessels, exposes us to the risk of lawsuits for damages or penalties relating to, among other things, personal injury, property casualty and environmental contamination. Under rules related to maritime proceedings, certain claimants may be entitled to attach charter hire payable to us in certain circumstances. There are no actions or claims pending against us as of the date of this prospectus.

Our Credit Facility

The following summary of the material terms of our secured credit facility does not purport to be complete and is subject to, and qualified in its entirety by reference to, all the provisions of the Secured Loan Facility Agreement. Because the following is only a summary, it does not contain all information that you may find useful. For more complete information, you should read the entire Secured Loan Facility Agreement filed as an exhibit to the registration statement of which this prospectus forms a part.

GENERAL

In connection with this offering, we expect to enter into a $401 million secured credit facility with The Royal Bank of Scotland that is expected to have a term of ten years, with no principal amortization for the first five years. The credit facility is expected to consist of a $236 million term loan, a $150 million vessel acquisition facility and a $15 million working capital facility. We will be the borrower under the credit facility and each of our seven vessel owning subsidiaries will guarantee our performance thereunder.

We intend to borrow the entire amount available under the term loan upon the completion of this offering to fund a portion of the purchase price for the seven vessels that we are acquiring from OSG. Subject to the satisfaction of the conditions to draw down described below, we will be permitted to borrow up to the full amounts of the vessel acquisition facility and the working capital facility for a period of five years from the closing of the credit facility. Commencing on the fifth anniversary of the closing of the credit facility, amounts that we are able to borrow under both facilities will reduce as set forth below.

Borrowings under the term loan and the working capital facility will bear interest at an annual rate of LIBOR, which, as of the date of this prospectus was 3.9%, plus a margin of 0.70%. Borrowings under the vessel acquisition portion of the credit facility will bear interest at an annual rate of LIBOR plus a margin of 0.85%. To reduce our exposure to fluctuations in interest rates, we expect to enter into one or more interest rate swaps on or shortly after the completion of this offering pursuant to which we will fix the interest rate on the full amount of our term loan, which will be our only outstanding indebtedness upon the completion of this offering. As of the date of this prospectus, we could have fixed the interest rate on the full amount of our term loan through a swap arrangement at an effective rate of 5.2% per annum. We will be required to pay a $1.5 million fee in connection with the arrangement of the credit facility (which we intend to fund with a portion of the net proceeds from this offering) and a commitment fee of 0.3% per annum, which will be payable quarterly in arrears, on the undrawn portion of the facility.

Our ability to borrow amounts under the credit facility will be subject to the execution of customary documentation relating to the facility, including security documents, satisfaction of certain customary conditions precedent and compliance with terms and conditions included in the loan documents. Our ability to borrow under the vessel acquisition facility, in each case, will be subject to the target vessel being a double hull tanker that is at least 45,000 dwt and no more than fifteen years old at the maturity of the facility. Our ability to borrow under the vessel acquisition facility will be subject to all of our borrowings under the credit facility not exceeding 65% of the charter-free market value of the vessels that secure our obligations under the credit facility, calculated as though we had completed the subject transaction. In addition, we will need our lender's approval of the vessel acquisition. Our lender's approval of the vessel acquisition will be in its sole discretion, taking into account such factors as the vessel's ability to generate earnings that are sufficient to fund principal payments as they become due and our ability to raise additional capital through equity issuances in amounts acceptable to our lender.

We will be required to repay the term loan commencing three months after the fifth anniversary of the facility closing date in twenty quarterly installments of $6.1 million and a final repayment of $114.8 million occurring simultaneously with the last quarterly repayment. In addition, the vessel acquisition facility will reduce (with any excess borrowing becoming repayable at the time of reduction) quarterly commencing three months after the fifth anniversary of the facility closing date in increments of $7.5 million. The working capital facility will also reduce (with any excess borrowing becoming repayable at the time of reduction) commencing three months after the fifth anniversary of the facility closing date in twenty quarterly installments of $750,000. We may voluntarily reduce undrawn amounts under the facility from time to time in minimum amounts of $1.0 million.

SECURITY

The credit facility will provide that the borrowings thereunder will be secured by the following:

–> a first priority mortgage on each of the vessels we have agreed to purchase and any additional vessels that we acquire;

–> an assignment of charter hire guarantees and earnings from, and insurances on, each of the vessels we have agreed to purchase and any additional vessels that we acquire;

–> a pledge of the balances in our bank accounts which we have agreed to keep with The Royal Bank of Scotland plc; and

–> an unconditional and irrevocable guarantee by each of our seven vessel owning subsidiaries.

The facility agreement provides that in the event of either the sale or total loss of a vessel, we must prepay an amount under the credit facility proportionate to the market value of the sold or lost vessel compared with the total market value of all of our vessels before such sale or loss together with accrued interest on the amount prepaid and, if such prepayment occurs on a date other than an interest payment date, any interest breakage costs.

COVENANTS

The facility agreement contains restrictive covenants that prohibit us and each of our subsidiaries from, among other things:

–> incurring additional indebtedness without the prior consent of the lenders;

–>

permitting liens on assets;

–> merging or consolidating with other entities or transferring all or substantially all of our assets to another person;

–> paying dividends if the charter-free market value of our vessels that secure our obligations under the credit facility is less than 135% of our borrowings under the credit facility plus the actual or notional cost of terminating any interest rates swaps that we enter, if there is a continuing default under the credit facility or if the payment of the dividend would result in a default or breach of a loan covenant;

–> changing the technical manager of our vessels without the prior consent of the lenders;

–> making certain loans, advances or investments;

–> entering into certain material transactions with affiliated parties;

–> entering into certain types of charters, including bareboat charters and time charters or consecutive voyage charters of greater than 13 months (excluding our charters with OSG's subsidiaries);

–> de-activating any of our vessels or allowing work to be done on any vessel in an aggregate amount greater than $2.0 million without first obtaining a lien waiver;

–> making non-ordinary course acquisitions or entering into a new line of business or establishing a place of business in the United States or any of its territories;

–> selling or otherwise disposing of a vessel or other assets or assigning or transferring any rights or obligations under our charters and our ship management agreements.

The facility agreement also contains a financial covenant requiring that at all times the charter-free market value of our vessels that secure our obligations under the credit facility be no less than 120% of our borrowings under the credit facility plus the actual or notional cost of terminating any of our interest rates swaps. In the event that the aggregate charter-free market value of the vessels that secure our obligations under the credit facility is less 120% of our borrowings under the credit facility plus the actual or notional cost of terminating any of our interest rates swaps, the difference shall be recovered by pledge of additional security acceptable to the lenders or by a prepayment of the amount outstanding at the option of the borrowers.

EVENTS OF DEFAULT

Each of the following events with respect to us or any of our subsidiaries, in some cases after the passage of time or notice or both, will be an event of default under the facility agreement:

–> non-payment of amounts due under the credit facility;

–> breach of our covenants;

–> misrepresentation;

–> cross-defaults to other indebtedness in excess of $2.0 million;

–> materially adverse judgments or orders;

–> event of insolvency or bankruptcy;

–> acceleration of any material amounts that us or any of our subsidiaries is obligated to pay;

–> breach of a time charter or a charter hire guaranty in connection with any of our vessels;

–> default under any collateral documentation or any swap transaction;

–> cessation of operations;

–> unlawfulness or repudiation;

–> if, in the reasonable determination of the lender, it becomes impossible or unlawful for us or any of our subsidiaries to comply with our obligations under the loan documents; and

–> if any event occurs that, in the reasonable opinion of the lender, has a material adverse effect on our and our subsidiaries' operations, assets or business, taken as a whole.

The facility agreement provides that upon the occurrence of an event of default, the lenders may require that all amounts outstanding under the credit facility be repaid immediately and terminate our ability to borrow under the credit facility and foreclose on the mortgages over the vessels and the related collateral.

Management

The following table sets forth information regarding our executive officers and directors. Our board of directors is elected annually on a staggered basis, and each director elected holds office for a three-year term. Each of our directors was elected in July 2005. All of our current directors are independent.

Name	Age	Position
Erik Lind	50	Class I Director and Chairman
Randee Day	57	Class II Director
Rolf Wikborg	47	Class III Director
Ole Jacob Diesen	57	Chief Executive Officer
Eirik Ubøe	44	Chief Financial Officer

The term of our Class I director expires in 2008, the term of our Class II director expires in 2007 and the term of our Class III director expires in 2006.

Set forth below is a brief description of the business experience of our directors and executive officers.

Erik Lind—Chairman of the Board. Mr. Erik Lind has been chief executive of Tufton Oceanic Finance Group (TOFG), a London-based investment banking firm focused on the shipping and oil related industries, and Managing Director of Tufton Oceanic Ltd., its U.K. subsidiary, since 2004. Mr. Lind has more than 25 years experience in corporate banking, global shipping and specialized and structured asset financing. From 1995 to 2001, Mr. Lind served as Executive Vice President and a member of the Executive Management Committee at IM Skaugen ASA, a Norwegian public bulk shipping and logistics company engaged in the transportation of petrochemical gases, LPG and organic chemicals as well as crude oil lightering, in various financial management, operational and corporate and business development roles. Mr. Lind has also held senior and executive positions with Manufacturers Hanover Trust Company, Oslobanken and GATX Capital. He has been actively involved in corporate recapitalization, financial restructurings, acquisitions, structured finance and joint venture investments. In addition to his positions within TOFG. Mr. Lind currently serves on the boards of Frilin AS, a Norwegian private investment company, and Christiania Capital Partners, a private financial advisory and consulting firm based in Norway. Mr. Lind is a resident of the United Kingdom and a citizen of Norway.

Randee Day—Director. Ms. Randee Day has been a Managing Director at The Seabury Group, a leading advisory and consulting firm specializing in the transportation industry, since 2004 and is responsible for all of Seabury's activities related to the maritime industry. Ms. Day has more than 25 years of specialized international financial experience in the marine and energy sectors. From 1985 to 2004, Ms. Day was a Founding Partner of Day & Partners, Inc., a financial advisory and consulting firm focused on the maritime, energy and cruise industries with a diversified client base consisting of shipping companies, commercial banks and government agencies. Ms. Day has an extensive background in international trust and maritime law and has worked with clients on bankruptcies, foreign judgments and strategies for disposing of real estate and shipping assets in various international jurisdictions. Ms. Day has served as an independent director and audit committee chair of TBS International Ltd., a Bermuda based operator of one of the world's largest controlled fleets of multipurpose tweendeck bulk carriers, since 2001. From 1979 to 1985, Ms. Day served as the head of J.P. Morgan's Marine Transportation and Finance department in New York, where she was responsible for managing a $1 billion loan portfolio and overseeing relationships with the bank's shipping clients in the Western Hemisphere and the Far East. She also served in the London offices of J.P. Morgan, Continental Illinois National Bank & Trust and Bank of America. Ms. Day is a resident and citizen of the United States.

Rolf A. Wikborg—Director. Mr. Wikborg is Managing Director of AMA Norway A/S and AMA Capital Partners in New York, a maritime merchant banking group involved in mergers and acquisitions, restructurings and financial engineering in the shipping, offshore and cruise sector. Mr. Wikborg has extensive experience arranging operating and financial leases for operators in the maritime field and recently has been active arranging mergers and acquisitions. Prior to founding the AMA group in New York in 1987, Mr. Wikborg was a Managing Director at Fearnleys, Mexico, for two years after having worked in the Project Department of Fearnleys, an Oslo based ship-broker. Mr. Wikborg is a Director of Cruiseinvest, which owns a number of modern cruise vessels as well as a Director of NFC Al Rubban Fund, an international fund that specializes in maritime investments. Mr. Wikborg holds a Bachelor of Science in Management Sciences from the University of Manchester, England. Mr. Wikborg is an officer in the Royal Norwegian Navy and is a citizen and resident of Norway.

Ole Jacob Diesen—Chief Executive Officer. Mr. Ole Jacob Diesen has been an independent corporate and financial management consultant since 1997, serving a diverse group of clients primarily in the tanker industry. Mr. Diesen has advised on a broad range of shipping transactions, including mergers and acquisitions, corporate reorganizations, joint ventures, asset sales, equity, debt and lease financings and vessel charters, pooling and technical management agreements. Mr. Diesen's career in shipping and shipping finance spans over 30 years. From 1991 to 1997, Mr. Diesen served as Managing Director of Skaugen PetroTrans ASA, a Norwegian public company that was listed on the Oslo Stock Exchange. Skaugen PetroTrans is an established crude oil lightering company in the U.S. Gulf and operator of a fleet of medium sized tankers. From 1984 to 1991, Mr. Diesen headed Fearnley Group (UK) Ltd., a privately held corporate finance advisory firm specializing in the maritime and oil industries. Prior to this, Mr. Diesen served for ten years with Manufacturers Hanover Trust, a predecessor to JPMorgan Chase, in positions including Vice President and Deputy Regional Manager, where he was responsible for the bank's portfolios of shipping and Scandinavian corporate credits, and spent two years as a tanker chartering broker. Mr. Diesen currently serves on a number of boards including PetroTrans Holdings Ltd., Bermuda, the largest independently owned U.S. Gulf lightering business; Norgas Carriers Pte. Ltd., Singapore, an owner of LPG/ethylene carriers; Leif Höegh (UK) Ltd., a U.K. owner of car carriers and LNG vessels; Dole (UK) Ltd., a U.K. owner of reefer vessels; FSN Capital Holding Ltd., Jersey, a private equity firm; and Siem Industrikapital AB, a Swedish investment company with a broad portfolio of industrial holdings. Mr. Diesen is a resident of the United Kingdom and a citizen of Norway.

Eirik Ubøe—Chief Financial Officer. Mr. Ubøe has been involved in international accounting and finance for approximately 20 years, which includes time spent in ship finance and as the chief financial officer for companies listed on the Oslo Stock Exchange. From March 2002 through December 2004, Mr. Ubøe served as the chief executive and chief financial officer of Nutri Pharma ASA, an international health care company listed on the Oslo Stock Exchange. From 1997 through 2002, Mr. Ubøe worked in various positions at the Schibsted Group, the largest Norwegian media group with newspaper, television and online interests in Scandanavia, the Baltics, Switzerland, France and Spain, including as the finance director of the Schibsted Group and as chief financial officer of Schibsted's newspaper initiative in Switzerland, France and Spain. Mr. Ubøe has also served as a vice president in the corporate finance and ship finance departments of various predecessors to JPMorgan Chase both in New York and Oslo for a total of eight years. Mr. Ubøe holds an MBA from the University of Michigan's Ross School of Business and a Bachelor in Business Administration from the University of Oregon. Mr. Ubøe is a citizen and resident of Norway.

BOARD OF DIRECTORS

Our business and affairs are managed under the direction of our board of directors. The board is currently composed of three directors, all of whom are independent under the applicable rules of the New York Stock Exchange.

BOARD COMMITTEES

Our board of directors, which is entirely composed of independent directors under the applicable rules of the New York Stock Exchange, will perform the functions of our audit committee, compensation committee and nominating and corporate governance committee. In its function as our audit committee, the board will be responsible for reviewing our accounting controls and for the engagement of our outside auditors. We expect that Ms. Day will be our "audit committee financial expert" as that term is defined in Item 401(h) of Regulation S-K.

DIRECTORS COMPENSATION

Each member of our board of directors will be paid an annual fee of $35,000, plus reimbursement for expenses incurred in the performance of duties as members of our board of directors. We will pay our chairman an additional $10,000 per year to compensate him for the extra duties incident to that office. We will pay the head of our audit committee an additional $7,500 per year and an additional $2,500 per year to each of the other members of the audit committee. We will pay the heads of our compensation committee and nominating and corporate governance committee an additional $5,000 each per year. We will pay each director $1,000 for each board meeting attended and will pay the expenses they incur in the performance of their duties as members of our board. We currently expect to award each of our directors 1,000 restricted stock units per year (convertible into shares of our common stock on a one-for-one basis). The restricted stock units will not be convertible or otherwise transferable by our directors until such time as they are no longer members of our board.

EXECUTIVE COMPENSATION, EMPLOYMENT AGREEMENTS

Our chief executive officer, Mr. Ole Jacob Diesen, will receive an annual salary of $400,000, which includes benefits. Our chief financial officer, Mr. Eirik Ubøe will receive an annual salary of $275,000, which includes benefits. In addition, each will be reimbursed for expenses incurred in the performance of their duties as our executive officers and will receive the equity based compensation described below.

Executive Officer Employment Agreements

We have entered into employment agreements with Mr. Diesen and Mr. Ubøe that set forth their rights and obligations as our chief executive officer and chief financial officer, respectively. The employment agreements are substantially similar. The agreements have an initial term of three years and are extendable at our option with six months advance notice prior to the expiration of their initial term. Either the executive or we may terminate the employment agreements for any reason and at any time.

Pursuant to the employment agreements, Mr. Diesen will receive a base salary per year in the amount of $400,000 and Mr. Ubøe will receive a base salary per year in the amount of $275,000. In addition, upon the completion of this offering, both Mr. Diesen and Mr. Ubøe will receive a combination of stock options and restricted stock that have a grant date value of $75,000 split equally between stock options and restricted stock. Each executive will also be eligible for additional grants under our 2005 Incentive Compensation Plan, as determined by the compensation committee of our board of directors.

In the event that (i) we terminate either executive's employment without cause (as such term is defined in the employment agreement), (ii) elect not to extend the initial term of either executive's employment agreement without cause (as such term is defined in the employment agreement) or (iii) either executive terminates his employment for good reason (as such term is defined in the employment agreement) within one year following a change of control, then we will continue to pay such executive's salary through the later of (1) the third anniversary of the commencement of the employment agreement or (2) the first anniversary of the date of notice of termination. In addition, in the event an executive is terminated without cause pursuant to clause (i) above, all of his equity based compensation, including initial grants, will immediately vest and become exercisable. If an executive's employment is terminated due to death or disability, we will continue to pay his salary through the first anniversary of such date of termination. In the event that an executive's employment is terminated for cause, we are only obligated to pay his salary and unreimbursed expenses through the termination date.

Pursuant to the employment agreements, each of Mr. Diesen and Mr. Ubøe have agreed to protect our confidential information. They have also agreed during the term of the agreements and for a period of one year following his termination, not to (i) engage in any business in any location that is involved in the voyage chartering or time chartering of crude oil tankers, (ii) solicit any business from a person that is a customer or client of ours or any of our affiliates, (iii) interfere with or damage any relationship between us or any of our affiliates and any employee, customer, client, vendor or supplier or (iv) form, or acquire a two percent or greater equity ownership, voting or profit participation in, any of our competitors.

We have also entered into an indemnification agreement with each of Mr. Diesen and Mr. Ubøe pursuant to which we have agreed to indemnify them substantially in accordance with the indemnification provisions related to our officers and directors in our bylaws.

Stock plan

2005 Incentive Compensation Plan

We intend to establish the 2005 Incentive Compensation Plan, which we call the Plan, prior to the consummation of this offering for the initial benefit of our directors and officers (including prospective directors and officers). The following description of the Plan is qualified by reference to the full text thereof, a copy of which is filed as an exhibit to the registration statement of which this prospectus forms a part.

Awards

The Plan provides for the grant of options intended to qualify as incentive stock options, or ISOs, under Section 422 of the Internal Revenue Code of 1986, as amended and non-statutory stock options, or NSOs, restricted stock awards, restricted stock units, or RSUs, cash incentive awards and other equity-based or equity-related awards.

Plan administration

The Plan will be administered by the compensation committee of our board of directors or such other committee as our board may designate to administer the plan. Initially, our entire board will perform the functions of the compensation committee and will administer the Plan. Subject to the terms of the plan and applicable law, the compensation committee has sole and plenary authority to administer the Plan, including, but not limited to, the authority to (i) designate Plan participants, (ii) determine the type or types of awards to be granted to a participant, (iii) determine the number of shares of our common stock to be covered by awards, (iv) determine the terms and conditions of any awards,

including vesting schedules and performance criteria, (v) amend or replace an outstanding award and (vi) make any other determination and take any other action that the compensation committee deems necessary or desirable for the administration of the Plan.

Shares available for awards

Subject to adjustment as provided below, the aggregate number of shares of our common stock that may be delivered pursuant to awards granted under the Plan is 300,000, of which the maximum number of shares that may be delivered pursuant to ISOs granted under the Plan is 150,000. The maximum number of shares of our common stock with respect to which awards may be granted to any participant in the Plan in any fiscal year is 75,000. If an award granted under the Plan is forfeited, or otherwise expires, terminates or is canceled without the delivery of shares, then the shares covered by such award will again be available to be delivered pursuant to awards under the Plan.

In the event of any corporate event affecting the shares of our common stock, the compensation committee in its discretion may make such adjustments and other substitutions to the Plan and awards under the Plan as it deems equitable or desirable in its sole discretion.

Stock options

The compensation committee may grant both ISOs and NSOs under the Plan. Except as otherwise determined by the compensation committee in an award agreement, the exercise price for options cannot be less than the fair market value (as defined in the Plan) of our common stock on the date of grant. In the case of ISOs granted to an employee who, at the time of the grant of an option, owns stock representing more than 10% of the voting power of all classes or our stock or the stock of any of our affiliates, the exercise price cannot be less than 110% of the fair market value of a share of our common stock on the date of grant. All options granted under the Plan will be NSOs unless the applicable award agreement expressly states that the option is intended to be an ISO.

Subject to any applicable award agreement, options shall vest and become exercisable on each of the first four anniversaries of the date of grant. The term of each option will be determined by the compensation committee; provided that no option will be exercisable after the tenth anniversary of the date the option is granted. The exercise price may be paid with cash (or its equivalent) or by other methods as permitted by the compensation committee.

Restricted shares and restricted stock units

Restricted shares and RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered except as provided in the Plan or the applicable award agreement; provided, however, that the compensation committee may determine that restricted shares and RSUs may be transferred by the participant. Upon the grant of a restricted share, certificates will be issued and registered in the name of the participant and deposited by the participant, together with a stock power endorsed in blank, with us or a custodian designated by the compensation committee or us. Upon lapse of the restrictions applicable to such restricted shares, we or the custodian, as applicable, will deliver such certificates to the participant or his or her legal representative.

An RSU will have a value equal to the fair market value of a share of our common stock. RSUs may be paid in cash, shares of our common stock, other securities, other awards or other property, as determined by the committee, upon the lapse of restrictions applicable to such RSU or in accordance with the applicable award agreement. The committee may provide a participant who holds restricted shares or RSUs with dividends or dividend equivalents payable in cash, shares of our common stock or other property.

The compensation committee may provide a participant who holds restricted shares with dividends or dividend equivalents, payable in cash, shares of our common stock or other property.

Cash incentive awards

Subject to the provisions of the Plan, the compensation committee may grant cash incentive awards payable upon the attainment of one or more individual, business or other performance goals or similar criteria.

Other stock-based awards

Subject to the provisions of the Plan, the compensation committee may grant to participants other equity-based or equity-related awards. The compensation committee may determine the amounts and terms and conditions of any such awards provided that they comply with applicable laws.

Amendment and termination of the plan

Subject to any government regulation and to the rules of the New York Stock Exchange or any successor exchange or quotation system on which shares of our common stock may be listed or quoted, the Plan may be amended, modified or terminated by our board of directors without the approval of our stockholders except that stockholder approval shall be required for any amendment that would (i) increase the maximum number of shares of our common stock available for awards under the Plan or increase the maximum number of shares of our common stock that may be delivered pursuant to ISOs granted under the Plan or (ii) modify the requirements for participation under the Plan. No modification, amendment or termination of the Plan that is adverse to a participant will be effective without the consent of the affected participant, unless otherwise provided by the compensation committee in the applicable award agreement.

The compensation committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any award previously granted, prospectively or retroactively; *provided*, *however*, that, unless otherwise provided by the compensation committee in the applicable award agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely impair the rights of any participant to any award previously granted will not to that extent be effective without the consent of the affected participant.

Change of control

The Plan provides that, unless otherwise provided in an award agreement, in the event we experience a change of control, unless provision is made in connection with the change of control for assumption for, or substitution of, awards previously granted:

- any options outstanding as of the date the change of control is determined to have occurred will become fully exercisable and vested, as of immediately prior to the change of control;
- all cash incentive awards will be paid out as if the date of the change of control were the last day of the applicable performance period and "target" performance levels had been attained; and
- all other outstanding awards will automatically be deemed exercisable or vested and all restrictions and forfeiture provisions related thereto will lapse as of immediately prior to such change of control.

Unless otherwise provided pursuant to an award agreement, a change of control is defined to mean any of the following events, generally:

- the consummation of a merger, reorganization or consolidation or sale or other disposition of all or substantially all of our assets;
- the approval by our stockholders of a plan of our complete liquidation or dissolution; or
- an acquisition by any individual, entity or group of beneficial ownership of 50% or more of either the then outstanding shares of our common stock or the combined voting power of our then outstanding voting securities entitled to vote generally in the election of directors.

Term of the plan

The Plan will be effective as of the date of its adoption by our board; provided that no ISOs may be granted under the Plan unless it is approved by the our stockholders within twelve (12) months before or after the date the Plan is adopted. No award may be granted under the Plan after the tenth anniversary of the date the Plan is approved by our stockholders.

Principal and Selling Stockholders

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information regarding (i) the owners of more than 5% of our common stock that we are aware of and (ii) the total amount of common stock owned by all of our officers and directors, individually and as a group, in each case immediately preceding and after giving effect to this offering. Following the completion of this offering, we will have one class of common stock outstanding and each outstanding share will be entitled to one vote.

Prior to the completion of this offering, OSG International, Inc. owns 100 shares, or 100%, of our common stock. As part of the purchase price for our fleet of seven vessels, we will issue 9,999,900 shares or 33.3%, of our common stock to OSG International, Inc., or OIN. OIN has granted the underwriters the right to purchase up to 3,000,000 of these shares of our common stock to cover over-allotments. If the underwriters' over-allotment option is exercised, OIN will own 7,000,000 shares, or 23.3%, of our common stock following such exercise. We will not receive any of the proceeds from any exercise of the over-allotment option.

	Shares of Common Stock Prior to the Offering		Shares of Common Stock Following the Offering		Shares of Common Stock Following Exercise of the Over-Allotment Option	
Name	**Number of Shares**	**Percent**	**Number of Shares**	**Percent**	**Number of Shares**	**Percent**
Persons owning more than 5% of a class of our equity securities.						
OSG International, Inc.[(1)]	100	100%	10,000,000	33.3%	7,000,000	23.3%

Directors[2]						
Erik Lind	0	0	0		0	
Randee Day	0	0	0		0	
Rolf Wikborg	0	0	0		0	
Executive Officers						
Ole Jacob Diesen	0	0	2,500(3)	*	2,500	*
Eirik Ubøe	0	0	2,500(3)	*	2,500	*
Directors and executive officers as a group (five persons)	0	0	5,000	*	5,000	*

* *Less than 1%*

(1) *We were incorporated on April 14, 2005 in the Marshall Islands as a wholly owned subsidiary of OSG International, Inc., which is a wholly owned subsidiary of OSG. The principal address of OSG International, Inc. is Trust Company Complex, Ajeltake Island, Ajeltake Road, Majuro, Marshall Islands MH96960.*

(2) *We currently expect to grant 1,000 restricted stock units to each of our directors each year.*

(3) *Based on an assumed initial public offering price of $15 per share (representing the midpoint of the price range set forth on the cover of this prospectus).*

We have entered into a registration rights agreement with OIN pursuant to which it will have three demand registration rights relating to the common stock that it holds, subject to the requirements that any demand registration made by OIN cover at least 5% of our outstanding common stock. The registration rights agreement provides that OIN has the right to assign its rights under the agreement in connection with a transfer of its shares of common stock, provided the transferee purchases at least 5% of our outstanding common stock in such transfer. In any event, we will be subject to a maximum

of three demand registrations under the agreement. If OIN exercises its demand registration rights, we will file a registration statement or prospectus and undertake an offering in the United States, as requested by it. In addition to its demand registration rights, OIN will have piggyback registration rights whenever we register additional common stock, subject to certain cutbacks (the shares to be registered by OIN would be the first to be cut back) and certain other conditions.

OIN has agreed to pay all costs and expenses in connection with demand registrations and to pay its portion of costs and expenses in connection with piggyback registrations, and in either case we will not pay any underwriting discounts or commissions applicable to the securities sold by OIN or any of its legal fees or expenses. We have agreed to indemnify OIN against certain liabilities, including liabilities under the Securities Act in connection with each registration.

For more detailed information regarding the terms of the registration rights agreement, please see the form of registration rights agreement filed as an exhibit to the registration statement of which this prospectus forms a part.

Related Party Agreements

We were incorporated on April 14, 2005 as a wholly owned indirect subsidiary of OSG and we will acquire our assets, which will consist of our fleet of seven vessels, from subsidiaries of OSG simultaneously with the completion of this offering. We are also entering into ship management agreements with Tanker Management, a wholly owned subsidiary of OSG. Our bylaws permit us to enter into related party transactions with one or more of our directors or officers, or their affiliates, if: (i) the material facts as to the interested parties role in the transaction are disclosed to our board and the disinterested members of our board in good faith authorize the transaction, (ii) the material facts as to the interested party's role in the transaction are disclosed to the stockholders and the transaction is approved in good faith by vote of the stockholders or (iii) the contract or transaction is fair to us at the time it is authorized, approved or ratified by the board or the stockholders.

MEMORANDA OF AGREEMENT

Pursuant to the memoranda of agreement, we have agreed to acquire seven tankers from subsidiaries of OSG. The total purchase price for these vessels will be equal to the net proceeds from the sale of 20,000,000 shares of common stock pursuant to this offering (less amounts required pay fees and expenses associated with this offering), borrowings of $236 million under the term loan portion of our credit facility and the issuance of 9,999,900 shares of our common stock to a wholly owned subsidiary of OSG. Based on an assumed initial public offering price of $15.00 per share, the midpoint of the price ranges set forth on the cover page of this prospectus, the purchase price for our fleet will be approximately $664.3 million. Please see the section of this prospectus entitled "Business—Memoranda of Agreement" for a more detailed description of the memoranda of agreement.

THE CHARTERS

Prior to the completion of this offering, our wholly owned subsidiaries will agree to charter our vessels to the charterers, which are wholly owned subsidiaries of OSG. The basic hire will be payable to us under the charters and will be fixed in advance for the length of the initial charter. In addition to the basic hire, OIN, the charterers' parent, and the charterers will agree to pay us additional hire quarterly in arrears pursuant to our charter framework agreement with OIN and the charterers. OSG will agree to guarantee the charter payments under our charter arrangements, including the payment of basic hire and additional hire. We have agreed to guarantee the obligations of each of our subsidiaries under the charters. Please see the section of this prospectus entitled "Business—Charter Arrangements" for a more detailed description of the charters.

SHIP MANAGEMENT AGREEMENTS

Prior to the completion of this offering, our vessel owning subsidiaries will enter into fixed rate ship management agreements with Tanker Management, a wholly-owned subsidiary of OSG. Under these agreements, which will be coterminous with the charters of each of the vessels, Tanker Management will assume

all responsibilities for the technical management and most of the operating costs of the vessels in exchange for a technical management fee that will be fixed for the first two years of the agreements. Please see the section of this prospectus entitled "Business—Ship Management Agreements" for a more detailed description of the ship management agreements.

REGISTRATION RIGHTS AGREEMENT

Prior to the completion of this offering, we will enter into a registration rights agreement with OSG International, Inc. pursuant to which we will agree to register for sale to the public the 10,000,000 shares that OSG or its subsidiaries hold in us immediately after this offering.

Description of Capital Stock

The following is a description of the material terms of our amended and restated articles of incorporation and bylaws that will be in effect immediately following the completion of this offering. We refer you to our amended and restated articles of incorporation and bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part.

PURPOSE

Our purpose, as stated in our amended and restated articles of incorporation, is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Business Corporations Act of the Marshall Islands, or the BCA. Our amended and restated articles of incorporation and bylaws do not impose any limitations on the ownership rights of our stockholders.

AUTHORIZED CAPITALIZATION

Under our amended and restated articles of incorporation, our authorized capital stock consists of 100,000,000 shares of common stock, par value $.01 per share, and 1,000,000 shares of preferred stock, par value $.01 per share, of which no shares were issued and outstanding. Upon completion of this offering, we will have outstanding 30,005,000 shares of common stock and no shares of preferred stock. All of our shares of stock are in registered form.

Common Stock

Each outstanding share of common stock entitles the holder to one vote on all matters submitted to a vote of stockholders. Subject to preferences that may be applicable to any outstanding shares of preferred stock, holders of shares of common stock are entitled to receive ratably all dividends, if any, declared by our board of directors out of funds legally available for dividends. Upon our dissolution or liquidation or the sale of all or substantially all or our assets, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders or our common stock will be entitled to receive pro rata our remaining assets available for distribution. Holders of common stock do not have conversion, redemption or preemptive rights to subscribe to any of our securities. The rights, preferences and privileges of holders of common stock are subject to the rights of the holders of any shares of preferred stock which we may issue in the future.

Preferred Stock

Our amended and restated articles of incorporation authorize our board of directors to establish one or more series of preferred stock and to determine, with respect to any series of preferred stock, the terms and rights of that series, including:

–> the designation of the series;

–> the number of shares of the series;

–> the preferences and relative, participating, option or other special rights, if any, and any qualifications, limitations or restrictions of such series; and

–> the voting rights, if any, of the holders of the series.

DIRECTORS

Our directors are elected by a plurality of the votes cast by stockholders entitled to vote. There is no provision for cumulative voting.

Our bylaws provide that our board of directors must consist of at least three members. Stockholders may change the number of directors only by the affirmative vote of holders of a majority of the outstanding common stock. The board of directors may change the number of directors only by a majority vote of the entire board.

STOCKHOLDER MEETINGS

Under our bylaws, annual stockholder meetings will be held at a time and place selected by our board of directors. The meetings may be held in or outside of the Marshall Islands. Special meetings may be called by stockholders holding not less than one-fifth of all the outstanding shares entitled to vote at such meeting. Our board of directors may set a record date between 15 and 60 days before the date of any meeting to determine the stockholders that will be eligible to receive notice and vote at the meeting.

DISSENTERS' RIGHTS OF APPRAISAL AND PAYMENT

Under the BCA, our stockholders have the right to dissent from various corporate actions, including any merger or consolidation or sale of all or substantially all of our assets not made in the usual course of our business, and receive payment of the fair value of their shares. In the event of any further amendment of our amended and restated articles of incorporation, a stockholder also has the right to dissent and receive payment for his or her shares if the amendment alters certain rights in respect of those shares. The dissenting stockholder must follow the procedures set forth in the BCA to receive payment. In the event that we and any dissenting stockholder fail to agree on a price for the shares, the BCA procedures involve, among other things, the institution of proceedings in the high court of the Republic of the Marshall Islands or in any appropriate court in any jurisdiction in which the company's shares are primarily traded on a local or national securities exchange.

STOCKHOLDERS' DERIVATIVE ACTIONS

Under the BCA, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of common stock both at the time the derivative action is commenced and at the time of the transaction to which the action relates.

LIMITATIONS ON LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

The BCA authorizes corporations to limit or eliminate the personal liability of directors and officers to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties. Our bylaws includes a provision that eliminates the personal liability of directors for monetary damages for actions taken as a director to the fullest extent permitted by law.

Our bylaws provide that we must indemnify our directors and officers to the fullest extent authorized by law. We are also expressly authorized to advance certain expenses (including attorneys fees and disbursements and court costs) to our directors and offices and carry directors' and officers' insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability and indemnification provisions in our amended and restated articles of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

ANTI-TAKEOVER EFFECT OF CERTAIN PROVISIONS OF OUR AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS

Several provisions of our amended and restated articles of incorporation and bylaws, which are summarized below, may have anti-takeover effects. These provisions are intended to avoid costly takeover battles, lessen our vulnerability to a hostile change of control and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these anti-takeover provisions, which are summarized below, could also discourage, delay or prevent (1) the merger or acquisition of our company by means of a tender offer, a proxy contest or otherwise that a stockholder may consider in its best interest and (2) the removal of incumbent officers and directors.

Blank Check Preferred Stock

Under the terms of our amended and restated articles of incorporation, our board of directors has authority, without any further vote or action by our stockholders, to issue up to 1,000,000 shares of blank check preferred stock. Our board of directors may issue shares of preferred stock on terms calculated to discourage, delay or prevent a change of control of our company or the removal of our management.

Classified Board of Directors

Our amended and restated articles of incorporation provide for the division of our board of directors into three classes of directors, with each class as nearly equal in number as possible, serving staggered, three year terms. Approximately one-third of our board of directors will be elected each year. This classified board provision could discourage a third party from making a tender offer for our shares or attempting to obtain control of us. It could also delay stockholders who do not agree with the policies of our board of directors from removing a majority of our board of directors for two years.

Election and Removal of Directors

Our amended and restated articles of incorporation prohibit cumulative voting in the election of directors. Our bylaws require parties other than the board of directors to give advance written notice of nominations for the election of directors. Our articles of incorporation also provide that our directors may be removed only for cause and only upon the affirmative vote of a majority of the outstanding shares of our capital stock entitled to vote for those directors. These provisions may discourage, delay or prevent the removal of incumbent officers and directors.

Our bylaws provide that stockholders are required to give us advance notice of any person they wish to propose for election as a director if that person is not proposed by our board of directors. These advance notice provisions provide that the stockholder must have given written notice of such proposal

not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual general meeting. In the event the annual general meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder must be given not later than 10 days following the earlier of the date on which notice of the annual general meeting was mailed to stockholders or the date on which public disclosure of the date of the annual general meeting was made.

In the case of a special general meeting called for the purpose of electing directors, notice by the stockholder must be given not later than 10 days following the earlier of the date on which notice of the special general meeting was mailed to stockholders or the date on which public disclosure of the date of the special general meeting was made. Any nomination not properly made will be disregarded.

A director may be removed only for cause by the stockholders, provided notice is given to the director of the stockholders meeting convened to remove the director and provided such removal is approved by the affirmative vote of a majority of the outstanding shares of our capital stock entitled to vote for those directors. The notice must contain a statement of the intention to remove the director and must be served on the director not less than fourteen days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

Limited Actions by Stockholders

Our amended and restated articles of incorporation and our bylaws provide that any action required or permitted to be taken by our stockholders must be effected at an annual or special meeting of stockholders or by the unanimous written consent of our stockholders. Our amended and restated articles of incorporation and our bylaws provide that, subject to certain exceptions, our chairman or chief executive officer, at the direction of the board of directors or holders of not less than one-fifth of all outstanding shares may call special meetings of our stockholders and the business transacted at the special meeting is limited to the purposes stated in the notice. Accordingly, a stockholder may be prevented from calling a special meeting for stockholder consideration of a proposal over the opposition of our board of directors and stockholder consideration of a proposal may be delayed until the next annual meeting.

TRANSFER AGENT

The registrar and transfer agent for the common stock is Mellon Investor Services LLC.

LISTING

Our common stock has been approved for listing on the New York Stock Exchange under the symbol "DHT," subject to official notice of issuance.

Comparison of Marshall Islands Corporate Law to Delaware Corporate Law

Our corporate affairs are governed by our amended and restated articles of incorporation and bylaws and by the Business Corporation Act of the Republic of the Marshall Islands, or BCA. The provisions of the BCA resemble provisions of the corporation laws of a number of states in the United States. For example, the BCA allows the adoption of various anti-takeover measures such as stockholder "rights" plans. While the BCA also provides that it is to be in interpreted according to the laws of the State of Delaware and other states with substantially similar legislative provisions, there have been few, if any, court cases interpreting the BCA in the Marshall Islands and we cannot predict whether Marshall Islands courts would reach the same conclusions as United States courts. Thus, you may have more difficulty in protecting your interests in the face of actions by the management, directors or controlling stockholders than would stockholders of a corporation incorporated in a United States jurisdiction which has developed a substantial body of case law. The following table provides a comparison between the statutory provisions of the BCA and the Delaware General Corporation Law relating to stockholders' rights.

Marshall Islands	Delaware
Stockholder Meetings	
Held at a time and place as designated in the bylaws	May be held at such time or place as designated in the certificate of incorporation or the bylaws, or if not so designated, as determined by the board of directors
May be held in or outside of the Marshall Islands	May be held in or outside of Delaware
Notice:	Notice:
–> Whenever stockholders are required to take action at a meeting, written notice shall state the place, date and hour of the meeting and indicate that it is being issued by or at the direction of the person calling the meeting	–> Whenever stockholders are required to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, and the means of remote communication, if any
–> A copy of the notice of any meeting shall be given personally or sent by mail not less than 15 nor more than 60 days before meeting	–> Written notice shall be given not less than 10 nor more than 60 days before the meeting

Stockholder's Voting Rights	
Any action required to be taken by a meeting of stockholders may be taken without a meeting if consent is in writing and is signed by all the stockholders entitled to vote	Stockholders may act by written consent to elect directors by all the stockholders entitled to vote

Any person authorized to vote may authorize another person or persons to act for him by proxy	Any person authorized to vote may authorize another person to act for him by proxy
Unless otherwise provided in the articles of incorporation, majority of shares entitled to vote constitutes a quorum. In no event shall a quorum consist of fewer than one third of the shares entitled to vote at a meeting	For non-stock companies, a certificate of incorporation or bylaws may specify the number of members to constitute a quorum.
No provision for cumulative voting	For stock corporations, a certificate of incorporation or bylaws may specify the number to constitute a quorum but in no event shall a quorum consist of less than one-third of shares entitled to vote at a meeting. In the absence of such specifications, a majority of shares entitled to vote shall constitute a quorum The certificate of incorporation may provide for cumulative voting

Directors

The board of directors must consist of at least one member	The board of directors must consist of at least one member
Number of members can be changed by an amendment to the bylaws, by the stockholders, or by action of the board	Number of board members shall be fixed by the bylaws, unless the certificate of incorporation fixes the number of directors, in which case a change in the number shall be made only by amendment of the certificate of incorporation.
If the board of directors is authorized to change the number of directors, it can only do so by an absolute majority (majority of the entire board)	

Dissenter's Rights of Appraisal

Stockholders have a right to dissent from a merger or sale of all or substantially all assets not made in the usual course of business, and receive payment of the fair value of their shares	Appraisal rights shall be available for the shares of any class or series of stock of a corporation in a merger or consolidation
A holder of any adversely affected shares who does not vote on or consent in writing to an amendment to the articles of incorporation has the right to dissent and to receive payment for such shares if the amendment: –> Alters or abolishes any preferential right of any outstanding shares having preference; or –> Creates, alters, or abolishes any provision or right in respect to the redemption of any outstanding shares; or –> Alters or abolishes any preemptive right of such holder to acquire shares or other securities; or –> Excludes or limits the right of such holder to vote on any matter, except as such right may be limited by the voting rights given to new shares then being authorized of any existing or new class	

Stockholder's Derivative Actions

An action may be brought in the right of a corporation to procure a judgment in its favor, by a holder of shares or of voting trust certificates or of a beneficial interest in such shares or certificates. It shall be made to appear that the plaintiff is such a holder at the time of bringing the action and that he was such a holder at the time of the transaction of which he complains, or that his shares or his interest therein devolved upon him by operation of law	In any derivative suit instituted by a stockholder or a corporation, it shall be averred in the complaint that the plaintiff was a stockholder of the corporation at the time of the transaction of which he complains or that such stockholder's stock thereafter devolved upon such stockholder by operation of law

Complaint shall set forth with particularity the efforts of the plaintiff to secure the initiation of such action by the board or the reasons for not making such effort

Such action shall not be discontinued, compromised or settled, without the approval of the High Court of the Republic

Attorney's fees may be awarded if the action is successful

Corporation may require a plaintiff bringing a derivative suit to give security for reasonable expenses if the plaintiff owns less than 5% of any class of stock and the shares have a value of less than $50,000

Shares Eligible for Future Sale

All of the shares of our common stock sold in this offering will be freely tradable without restriction under the Securities Act of 1933, except for any shares that may be acquired by an affiliate of ours, as that term is defined in Rule 144 under the Securities Act. Persons who may be deemed to be affiliates generally include individuals or entities that control, are controlled by, or are under common control with, us and may include our directors and officers as well as significant stockholders of our common stock.

Generally, Rule 144 provides that a person who has beneficially owned "restricted" shares for at least one year will be entitled to sell on the open market in brokers' transactions, within any three-month period, a number of shares that does not exceed the greater of:

–> 1% of the then outstanding shares of common stock; and

–> the average weekly trading volume of the common stock on the open market during the four calendar weeks preceding such sale.

Sales under Rule 144 are also subject to post-sale notice requirements and the availability of current public information about the issuer.

In the event that any person who is deemed to be our affiliate purchases shares of our common stock in this offering or otherwise acquires shares of our common stock, the shares held by that person are required under Rule 144 to be sold in brokers' transactions, subject to the volume limitations described above. Shares properly sold in reliance upon Rule 144 to persons who are not affiliates are thereafter freely tradable without restriction.

We, OIN and our executive officers and directors have entered into lock-up agreements with the underwriters. Under these agreements, we and each of these persons may not, without the prior written approval of UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, offer, sell, contract to sell or otherwise dispose of or hedge shares of our common stock. These restrictions will be in effect for a period of 180 days after the date of this prospectus. However, if:

–> during the period that begins on the date that is 15 calendar days plus 3 business days before the last day of the 180-day restricted period and ends on the last day of the 180-day restricted period, (x) we issue an earnings release, (y) we publicly announce material news or (z) a material event relating to us occurs; or

–> prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period,

the 180-day period will be extended until the expiration of the date that is 15 calendar days plus 3 business days after the date on which (x) we issue the earnings release, (y) we publicly announce the material news or (z) the material event relating to us occurs. At any time and without public notice, UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated may in their sole discretion, release all or some of the securities from these lock-up agreements. We have been advised that UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated do not currently have an intention of releasing any securities from these lock-up agreements.

We have entered into a registration rights agreement with OIN with respect to our common stock that it owns. The registration rights agreement entitles OIN to have all of the shares owned by it registered for sale in the public market following the expiration of the "lock-up" period described above.

Sales of substantial amounts of our common stock in the open market, or the perceptions regarding availability of such shares for sale, could adversely affect the price of our common stock.

Tax Considerations

The following is a discussion of the material Marshall Islands and United States federal income tax considerations relevant to an investment decision by a United States Holder, as defined below, with respect to the acquisition, ownership and disposition of the common stock of Double Hull Tankers, Inc., or the Company. This discussion does not purport to deal with the tax consequences of owning common stock to all categories of investors, some of which (such as financial institutions, regulated investment companies, real estate investment trusts, tax-exempt organizations, insurance companies, persons holding common stock of the Company as part of a hedging, integrated, conversion or constructive sale transaction or a straddle, traders in securities that have elected the mark-to-market

method of accounting for their securities, persons liable for alternative minimum tax, persons who are investors in pass-through entities, dealers in securities or currencies and investors whose functional currency is not the United States dollar) may be subject to special rules. This discussion deals only with holders who purchase common stock in connection with this offering.

WE RECOMMEND THAT YOU CONSULT YOUR OWN TAX ADVISORS CONCERNING THE OVERALL TAX CONSEQUENCES ARISING IN YOUR OWN PARTICULAR SITUATION UNDER UNITED STATES FEDERAL, STATE, LOCAL OR FOREIGN LAW OF THE OWNERSHIP OF COMMON STOCK.

MARSHALL ISLANDS TAX CONSIDERATIONS

The following are the material Marshall Islands tax consequences of our activities to us and stockholders of our common stock. We are incorporated in the Marshall Islands. Under current Marshall Islands law, we are not subject to tax on income or capital gains, and no Marshall Islands withholding tax will be imposed upon payments of dividends by us to our stockholders.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations issued thereunder, published administrative interpretations of the Internal Revenue Service, or IRS, and judicial decisions as of the date hereof, all of which are subject to change at any time, possibly on a retroactive basis. The statements of law contained in this section "United States Federal Income Tax Considerations", represent the opinion of Cravath, Swaine & Moore LLP ("Tax Counsel").

Taxation of Operating Income: In General

The Company's subsidiaries will elect to be treated as disregarded entities for U.S. federal income tax purposes. As a result, for purposes of the discussion below, the Company's subsidiaries will be treated as branches of it rather than as separate corporations.

Unless exempt from United States federal income taxation under the rules contained in Section 883 of the Code (discussed below), a foreign corporation is subject to United States federal income taxation on its "shipping income" that is treated as derived from sources within the United States, referred to as "United States source shipping income." For these purposes "shipping income" means any income that is derived from the use of vessels, from the hiring or leasing of vessels for use on a time, voyage or bareboat charter basis, from the participation in a pool, partnership, strategic alliance, joint operating agreement, code sharing arrangement or other joint venture it directly or indirectly owns or participates in that generates such income, or from the performance of services directly related to those uses. For tax purposes, "United States source shipping income" includes (i) 50% of shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the

United States and (ii) 100% of shipping income that is attributable to transportation that both begins and ends in the United States.

Shipping income attributable to transportation exclusively between non-United States ports will be considered to be 100% derived from sources outside the United States. Shipping income derived from sources outside the United States will not be subject to any United States federal income tax.

In the absence of exemption from tax under Section 883, the Company's gross United States source shipping income would be subject to a 4% tax imposed without allowance for deductions as described below. The Company does not believe it will engage in transportation that produces income which is considered to be 100% from sources within the United States.

Exemption of operating income from United States federal income taxation

Under Section 883 of the Code and the regulations thereunder, the Company will be exempt from United States federal income taxation on its United States source shipping income if:

(1) it is organized in a foreign country (the Company's "country of organization") that grants an "equivalent exemption" to corporations organized in the United States; and

(2) either

(A) more than 50% of the value of its stock is owned, directly or indirectly, by individuals who are "residents" of its country of organization or of another foreign country that grants an "equivalent exemption" to corporations organized in the United States, referred to as the "50% Ownership Test," or

(B) its stock is "primarily and regularly traded on an established securities market" in its country of organization, in another country that grants an "equivalent exemption" to United States corporations, or in the United States, referred to as the "Publicly-Traded Test".

The Marshall Islands, the jurisdiction where the Company and its ship-owning subsidiaries are incorporated, grants an "equivalent exemption" to United States corporations. Therefore, the Company will be exempt from United States federal income taxation with respect to the Company's United States source shipping income if either the 50% Ownership Test or the Publicly-Traded Test is met. Following this offering, it will be difficult to satisfy the 50% Ownership Test due to the widely-held ownership of the Company's stock. However, as the Company plans to have its common stock listed on the New York Stock Exchange, and the common stock has been approved for listing on the New York Stock Exchange, subject to official notice of issuance, the Company believes it will satisfy the Publicly-Traded Test, as discussed below.

The regulations under Code Section 883 provide, in pertinent part, that stock of a foreign corporation will be considered to be "primarily traded" on an established securities market in a country if the number of shares of each class of stock that is traded during any taxable year on all established securities markets in that country exceeds the number of shares in each such class that is traded during that year on established securities markets in any other single country. Upon

completion of the offering, the Company believes that its common stock, which will be the sole class of its issued and outstanding stock, will be "primarily traded" on the New York Stock Exchange.

Under the regulations, the Company's common stock will be considered to be "regularly traded" on an established securities market if one or more classes of the Company's stock representing more than 50% of its outstanding shares, by both total combined voting power of all classes of stock entitled to vote and total value, are listed on the market, referred to as the "listing threshold." The regulations further require that with respect to each class of stock relied upon to meet the listing threshold,

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(i) such class of stock is traded on the market, other than in minimal quantities, on at least 60 days during the taxable year or $^1/_6$ of the days in a short taxable year; and (ii) the aggregate number of shares of such class of stock traded on such market during the taxable year is at least 10% of the average number of shares of such class of stock outstanding during such year (as appropriately adjusted in the case of a short taxable year). The Company believes it will satisfy the trading frequency and trading volume tests. However, even if the Company does not satisfy both tests, the regulations provide that the trading frequency and trading volume tests will be deemed satisfied if its common stock is traded on an established market in the United States and such stock is regularly quoted by dealers making a market in such stock. The Company believes this will be the case.

Notwithstanding the foregoing, a class of the Company's stock will not be considered to be "regularly traded" on an established securities market for any taxable year in which 50% or more of the vote and value of the outstanding shares of such class are owned, actually or constructively under certain stock attribution rules, on more than half the days during the taxable year by persons who each own 5% or more of the value of such class of its outstanding stock, referred to as the "5 Percent Override Rule."

In order to determine the persons who actually or constructively own 5% or more of the Company's stock, or "5% Stockholders," the Company is permitted to rely on those persons that are identified on Schedule 13G and Schedule 13D filings with the United States Securities and Exchange Commission, or the SEC, as having a 5% or more beneficial interest in its common stock. In addition, an investment company identified on a Schedule 13G or Schedule 13D filing which is registered under the Investment Company Act of 1940, as amended, will not be treated as a 5% Stockholder for such purposes.

In the event the 5 Percent Override Rule is triggered, the 5 Percent Override Rule will nevertheless not apply if the Company can establish that among the closely-held group of 5% Stockholders, there are sufficient 5% Stockholders that are considered to be "qualified stockholders" for purposes of Section 883 to preclude non-qualified 5% Stockholders in the closely-held group from owning 50% or more of each class of the Company's stock for more than half the number of days during the taxable year.

After this offering, OSG will own approximately 33% of the Company's common stock (approximately 23% if the underwriters' over-allotment option is exercised in full) and will be a 5% Stockholder. Nevertheless, the Company currently believes that after this offering is completed, it will be able to satisfy the Publicly-Traded Test and will not be subject to the 5 Percent Override Rule. However, no assurance can be given that this will be the case.

If the Company does not satisfy the Publicly-Traded Test and therefore is subject to the 5 Percent Override Rule or the 50% Ownership Test, the Company would have to satisfy certain substantiation requirements regarding the identity of its stockholders in order to qualify for the Section 883 exemption. These requirements are onerous and there is no assurance that the Company would be able to satisfy them.

To the extent the benefits of Section 883 are unavailable, the Company's United States source shipping income, to the extent not considered to be "effectively connected" with the conduct of a United States trade or business, as described below, would be subject to a 4% tax imposed by Section 887 of the Code on a gross basis, without the benefit of deductions. Since under the sourcing rules described above, no more than 50% of the Company's shipping income would be treated as being United States source shipping income, the maximum effective rate of United States federal income tax on its shipping income would never exceed 2% under the 4% gross basis tax regime.

To the extent the benefits of the Section 883 exemption are unavailable and the Company's United States source shipping income is considered to be "effectively connected" with the conduct of a United States trade or business, as described below, any such "effectively connected" United States source shipping income, net of applicable deductions, would be subject to the United States federal corporate income tax currently imposed at rates of up to 35%. In addition, the Company may be subject to the 30% "branch profits" taxes on earnings effectively connected with the conduct of such trade or business, as determined after allowance for certain adjustments, and on certain interest paid or deemed paid attributable to the conduct of its United States trade or business.

The Company's United States source shipping income would be considered "effectively connected" with the conduct of a United States trade or business only if:

–> the Company had, or was considered to have, a fixed place of business in the United States involved in the earning of United States source shipping income; and

–> substantially all of the Company's United States source shipping income was attributable to regularly scheduled transportation, such as the operation of a vessel that followed a published schedule with repeated sailings at regular intervals between the same points for voyages that begin or end in the United States.

The Company believes it will not have, or permit circumstances that would result in having, any vessel sailing to or from the United States on a regularly scheduled basis. Based on the foregoing and on the expected mode of the Company's shipping operations and other activities, none of the Company's United States source shipping income will be "effectively connected" with the conduct of a United States trade or business.

United States taxation of gain on sale of vessels

Regardless of whether the Company qualifies for exemption under Section 883, it will not be subject to United States federal income taxation with respect to gain realized on a sale of a vessel, provided the sale is considered to occur outside of the United States under United States federal income tax principles. In general, a sale of a vessel will be considered to occur outside of the United States for this purpose if title to the vessel, and risk of loss with respect to the vessel, pass to the buyer outside of the United States. It is expected that any sale of a vessel will be considered to occur outside of the United States.

United States Federal Income Taxation of "United States Holders"

As used herein, the term "United States Holder" means a beneficial owner of common stock that

–> is an individual United States citizen or resident, a United States corporation or other United States entity taxable as a corporation, an estate the income of which is subject to United States federal income taxation regardless of its source, or a trust if a court within the United States is able to exercise primary jurisdiction over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust,

–> owns the Company's common stock as a capital asset, and

–> owns less than 10% of the Company's common stock for United States federal income tax purposes.

If a partnership holds the Company's common stock, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. If you are a partner in a partnership holding the Company's common stock, we suggest that you consult your tax advisor.

Distributions

Subject to the discussion of passive foreign investment companies ("PFICs") below, any distributions made by the Company with respect to its common stock to a United States Holder will generally constitute dividends to the extent of its current or accumulated earnings and profits, as determined under United States federal income tax principles. Distributions in excess of such earnings and profits will be treated first as a nontaxable return of capital to the extent of the United States Holder's tax basis in his common stock on a dollar-for-dollar basis and thereafter as capital gain. Because the Company is not a United States corporation, United States Holders that are corporations will not be entitled to claim a dividends received deduction with respect to any distributions they receive from the Company. Dividends paid with respect to the Company's common stock will generally be treated as "passive income" for purposes of computing allowable foreign tax credits for United States foreign tax credit purposes.

Dividends paid on the Company's common stock to a United States Holder who is an individual, trust or estate (a "United States Non-Corporate Holder") will generally be treated as "qualified dividend income" that is taxable to such United States Non-Corporate Holder at a preferential tax rate of 15% (through 2008) provided that (1) the common stock is readily tradable on an established securities market in the United States (such as the New York Stock Exchange); (2) the Company is not a PFIC for the taxable year during which the dividend is paid or the immediately preceding taxable year (see discussion below); (3) the United States Non-Corporate Holder has owned the common stock for more than 60 days in the 121-day period beginning 60 days before the date on which the common stock becomes ex-dividend; and (4) the United States Non-Corporate Holder is not under an obligation to make related payments with respect to positions in substantially similar or related property. Special rules may apply to any "extraordinary dividend"—generally, a dividend in an amount which is equal to or in excess of 10% of a stockholder's adjusted basis in a share of common stock—paid by the Company. If the Company pays an "extraordinary dividend" on its common stock that is treated as "qualified dividend income," then any loss derived by a United States Non-Corporate Holder from the sale or exchange of such common stock will be treated as long-term capital loss to the extent of such dividend. There is no assurance that any dividends paid on the Company's common stock will be eligible for these preferential rates in the hands of a United States Non-Corporate Holder, although the Company believes that they will be so eligible provided that it is not a PFIC, as discussed below. Any dividends out of earnings and profits the Company pays which are not eligible for these preferential rates will be taxed as ordinary income to a United States Non-Corporate Holder.

In addition, even if we are not a PFIC, under proposed legislation, dividends of a corporation incorporated in a country without a "comprehensive income tax system" paid to United States Non-Corporate Holders would not be eligible for the 15% tax rate. Although the term "comprehensive income tax system" is not defined in the proposed legislation, we believe this rule would apply to us because we are incorporated in the Marshall Islands.

Sale, exchange or other disposition of common stock

Provided that the Company is not a PFIC for any taxable year, a United States Holder generally will recognize taxable gain or loss upon a sale, exchange or other disposition of the Company's common stock in an amount equal to the difference between the amount realized by the United States Holder from such sale, exchange or other disposition and the United States Holder's tax basis in such stock. Such gain or loss will be treated as long-term capital gain or loss if the United States Holder's holding period is greater than one year at the time of the sale, exchange or other disposition. Such capital gain or loss will generally be treated as United States source income or loss, as applicable, for United States foreign tax credit purposes. Long-term capital gains of United States Non-Corporate Holders are

eligible for reduced rates of taxation. A United States Holder's ability to deduct capital losses is subject to certain limitations.

PFIC status and significant tax consequences

Special United States federal income tax rules apply to a United States Holder that holds stock in a foreign corporation classified as a PFIC for United States federal income tax purposes. In particular, United States Non-Corporate Holders will not be eligible for the 15% tax rate on qualified dividends. In general, the Company will be treated as a PFIC with respect to a United States Holder if, for any taxable year in which such holder held its common stock, either

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at least 75% of the Company's gross income for such taxable year consists of passive income (e.g., dividends, interest, capital gains and rents derived other than in the active conduct of a rental business), or

–> at least 50% of the average value of the Company's assets during such taxable year produce, or are held for the production of, passive income.

Income earned, or deemed earned, by the Company in connection with the performance of services would not constitute passive income. By contrast, rental income would generally constitute "passive income" unless the Company were treated under specific rules as deriving its rental income in the active conduct of a trade or business.

Tax Counsel believes that it is more likely than not that the Company is not currently a PFIC. This opinion is based on the Company's operations and certain representations made by OSG, including representations that the terms of each ship management agreement and time charter, taken as a whole, as well as certain specific terms in each agreement, are in accordance with normal commercial practice for agreements made at arm's length between unrelated parties. Based on the foregoing, Tax Counsel has concluded that, although there is no legal authority directly on point, the gross income the Company derives from the time chartering activities of its subsidiaries more likely than not constitutes services income, rather than rental income. Consequently, such income more likely than not does not constitute passive income, and the assets that the Company or its wholly-owned subsidiaries own and operate in connection with the production of such income, in particular, the vessels, more likely than not does not constitute passive assets for purposes of determining whether the Company is a PFIC. Tax Counsel believes there is legal authority supporting its position, consisting of case law and Internal Revenue Service pronouncements, concerning the characterization of income derived from time charters as services income for other tax purposes. However, there is no legal authority specifically relating to the statutory provisions governing PFICs or relating to circumstances substantially similar to that of the Company. In addition, the opinion of Tax Counsel is based on representations of OSG that have not been reviewed by the IRS. As a result, the Internal Revenue Service or a court could disagree with the Company's position. No assurance can be given that this result will not occur. In addition, although the Company intends to conduct its affairs in a manner to avoid, to the extent possible, being classified as a PFIC with respect to any taxable year, the Company cannot assure you that the nature of its operations will not change in the future, or that it can avoid PFIC status in the future.

As discussed more fully below, if the Company were treated as a PFIC for any taxable year, a United States Holder would be subject to different taxation rules depending on whether the United States Holder made an election to treat the Company as a "Qualified Electing Fund," which election is referred to as a "QEF election." As an alternative to making a QEF election, a United States Holder should be able to make a "mark-to-market" election with respect to the Company's common stock, as discussed below.

Taxation of United States holders making a timely QEF election

If the Company were a PFIC and a United States Holder made a timely QEF election, which United States Holder is referred to as an "Electing Holder," the Electing Holder would report each year for United States federal income tax purposes its pro rata share of the Company's ordinary earnings and the Company's net capital gain (which gain shall not exceed its earnings and profits for the taxable year), if any, for the Company's taxable year that ends with or within the taxable year of the Electing Holder, regardless of whether or not distributions were received from the Company by the Electing Holder. Any such ordinary income would not be eligible for the preferential tax rates applicable to qualified dividend income as discussed above. The Electing Holder's adjusted tax basis in the common stock would be increased to reflect taxed but undistributed earnings and profits. Distributions of earnings and profits that had been previously taxed would, pursuant to this election, result in a corresponding reduction in the adjusted tax basis in the common stock and would not be taxed again once distributed. An Electing Holder would not, however, be entitled to a deduction for its pro rata share of any losses that the Company incurred with respect to any year. An Electing Holder would generally recognize capital gain or loss on the sale, exchange or other disposition of the Company's common stock. A United States Holder would make a QEF election with respect to any year that the Company is a PFIC by filing one copy of IRS Form 8621 with his United States federal income tax return. If the Company were treated as a PFIC for any taxable year, it would provide each United States Holder with all necessary information in order to make the QEF election described above. Even if a United States Holder makes a QEF election for a taxable year of the Company, if the Company were a PFIC for a prior taxable year during which the holder was a stockholder and for which the holder did not make a timely QEF election, different and more adverse tax consequences would apply.

Taxation of United States holders making a "mark-to-market" election

Alternatively, if the Company were treated as a PFIC for any taxable year and, as the Company believes, its stock is treated as "marketable stock," a United States Holder would be allowed to make a "mark-to-market" election with respect to the Company's common stock, provided the United States Holder completes and files IRS Form 8621 in accordance with the relevant instructions and related Treasury regulations. If that election is made, the United States Holder generally would include as ordinary income in each taxable year the excess, if any, of the fair market value of the common stock at the end of the taxable year over such holder's adjusted tax basis in the common stock. The United States Holder would also be permitted an ordinary loss in respect of the excess, if any, of the United States Holder's adjusted tax basis in the common stock over its fair market value at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. A United States Holder's tax basis in his common stock would be adjusted to reflect any such income or loss amount. Gain realized on the sale, exchange or other disposition of the Company's common stock would be treated as ordinary income, and any loss realized on the sale, exchange or other disposition of the common stock would be treated as ordinary loss to the extent that such loss does not exceed the net mark-to-market gains previously included by the United States Holder in income.

Taxation of United States holders not making a timely QEF or mark-to-market election

Finally, if the Company were treated as a PFIC for any taxable year, a United States Holder who does not make either a QEF election or a "mark-to-market" election for that year, referred to as a "Non-Electing Holder," would be subject to special rules with respect to (1) any excess distribution (i.e., the portion of any distributions received by the Non-Electing Holder on the Company's common stock in a taxable year in excess of 125% of the average annual distributions received by the

Non-Electing Holder in the three preceding taxable years, or, if shorter, the Non-Electing Holder's holding period for the common stock), and (2) any gain realized on the sale, exchange or other disposition of the Company's common stock. Under these special rules:

–> the excess distribution or gain would be allocated ratably over the Non-Electing Holder's aggregate holding period for the common stock;

–> the amount allocated to the current taxable year and any taxable year prior to the first taxable year in which the Company was a PFIC during the Non-Electing Holder's holding period, would be taxed as ordinary income; and

–> the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year, and an interest charge for the deemed deferral benefit would be imposed with respect to the resulting tax attributable to each such other taxable year.

These penalties would not apply to a qualified pension, profit sharing or other retirement trust or other tax-exempt organization that did not borrow money or otherwise utilize leverage in connection with its acquisition of the Company's common stock. If the Company were a PFIC and a Non-Electing Holder who was an individual died while owning the Company's common stock, such holder's successor generally would not receive a step-up in tax basis with respect to such stock. Certain of these rules would apply to a United States Holder who made a QEF election for one of the Company's taxable years if it were a PFIC in a prior taxable year during which the holder was a stockholder and for which the holder did not make a QEF election.

United States Federal Income Taxation of "Non-United States Holders"

A beneficial owner of common stock (other than a partnership) that is not a United States Holder is referred to herein as a "Non-United States Holder."

Dividends on common stock

Non-United States Holders generally will not be subject to United States federal income tax or withholding tax on dividends received from the Company with respect to its common stock, unless that income is effectively connected with the Non-United States Holder's conduct of a trade or business in the United States. If the Non-United States Holder is entitled to the benefits of a United States income tax treaty with respect to those dividends, that income is taxable only if it is attributable to a permanent establishment maintained by the Non-United States Holder in the United States.

Sale, exchange or other disposition of common stock

Non-United States Holders generally will not be subject to United States federal income tax or withholding tax on any gain realized upon the sale, exchange or other disposition of the Company's common stock, unless:

–> the gain is effectively connected with the Non-United States Holder's conduct of a trade or business in the United States (and, if the Non-United States Holder is entitled to the benefits of an income tax treaty with respect to that gain, that gain is attributable to a permanent establishment maintained by the Non-United States Holder in the United States); or

–> the Non-United States Holder is an individual who is present in the United States for 183 days or more during the taxable year of disposition and other conditions are met.

If the Non-United States Holder is engaged in a United States trade or business for United States federal income tax purposes, the income from the common stock, including dividends and the gain from the sale, exchange or other disposition of the stock, that is effectively connected with the conduct of that trade or business will generally be subject to regular United States federal income tax in the same manner as discussed in the previous section relating to the taxation of United States Holders. In addition, if you are a corporate Non-United States Holder, your earnings and profits that are attributable to the effectively connected income, which are subject to certain adjustments, may be subject to an additional branch profits tax at a rate of 30%, or at a lower rate as may be specified by an applicable income tax treaty.

Backup Withholding and Information Reporting

In general, dividend payments, or other taxable distributions, made within the United States to you will be subject to information reporting requirements if you are a non-corporate United States Holder. Such payments or distributions may also be subject to backup withholding tax if you are a non-corporate United States Holder and you:

–> fail to provide an accurate taxpayer identification number;

–> are notified by the Internal Revenue Service that you have failed to report all interest or dividends required to be shown on your federal income tax returns; or

–> in certain circumstances, fail to comply with applicable certification requirements.

Non-United States Holders may be required to establish their exemption from information reporting and backup withholding by certifying their status on IRS Form W-8BEN, W-8ECI or W-8IMY, as applicable.

If you are a Non-United States Holder and you sell your common stock to or through a United States office of a broker, the payment of the proceeds is subject to both United States backup withholding and information reporting unless you certify that you are a non-United States person, under penalties of perjury, or you otherwise establish an exemption. If you sell your common stock through a non-United States office of a non-United States broker and the sales proceeds are paid to you outside the United States, then information reporting and backup withholding generally will not apply to that payment. However, United States information reporting requirements, but not backup withholding, will apply to a payment of sales proceeds, even if that payment is made to you outside the United States, if you sell your common stock through a non-United States office of a broker that is a United States person or has some other contacts with the United States. Such information reporting requirements will not apply, however, if the broker has documentary evidence in its records that you are a non-United States person and certain other conditions are met, or you otherwise establish an exemption.

Backup withholding tax is not an additional tax. Rather, you generally may obtain a refund of any amounts withheld under backup withholding rules that exceed your income tax liability by filing a refund claim with the Internal Revenue Service.

Underwriting

We and OSG International, Inc., or the selling stockholder, are offering the shares of our common stock described in this prospectus through the underwriters named below. UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are the representatives of the underwriters. We and the selling stockholder have entered into an underwriting agreement dated October • , 2005 with the representatives. Subject to the terms and conditions of the underwriting agreement, each of the underwriters has severally agreed to purchase from us, the number of shares of common stock listed next to its name in the following table:

Underwriters	Number of Shares
UBS Securities LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Citigroup Global Markets Inc.	
Deutsche Bank Securities Inc.	
DnB NOR Markets, Inc.	
J.P. Morgan Securities Inc.	
Dahlman Rose & Company, LLC	
Total	

The underwriting agreement provides that the underwriters must buy all of the shares of our common stock if they buy any of them. However, the underwriters are not required to take or pay for the shares of our common stock by the underwriters' over-allotment option described below.

Shares of our common stock, including the shares to be sold upon the exercise of the over-allotment option, if any, are offered subject to a number of conditions, including:

–> receipt and acceptance of the shares of our common stock by the underwriters; and

–> the underwriters' right to reject orders in whole or in part.

We have been advised by the representatives that the underwriters intend to make a market in our common stock, but that they are not obligated to do so and may discontinue making a market at any time without notice.

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses electronically.

OVER-ALLOTMENT OPTION

Pursuant to the underwriting agreement, the selling stockholder has granted the underwriters an option to buy up to an aggregate of 3,000,000 additional shares of our common stock. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with this offering. The underwriters have 30 days from the date of this prospectus to exercise this option. If the underwriters exercise this option, they will each purchase additional shares approximately in proportion to the amounts specified in the table above. If the underwriters exercise their over-allotment option, the selling stockholder will deliver to them newly issued shares of our common stock that it will receive upon the closing of this offering as part of the purchase price for the seven vessels that we are acquiring from OSG. Accordingly, if the over-allotment option is exercised, the selling stockholder

will be an underwriter within the meaning of the Securities Act of 1933 and may be subject to certain statutory liabilities of the Securities Act and the Securities Exchange Act of 1934.

COMMISSIONS AND DISCOUNTS

Shares of our common stock sold by the underwriters to the public will initially be offered at the initial offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ • per share from the initial public offering price. Any of these securities dealers may resell any shares purchased from the underwriters to other brokers or dealers at a discount of up to $ • per share from the initial public offering price. If all the shares are not sold at the initial public offering price, the representatives may change the offering price and the other selling terms. Sales of shares made outside of the United States may be made by affiliates of the underwriters. Upon execution of the underwriting agreement, the underwriters will be obligated to purchase the shares at the prices and upon the terms stated therein, and, as a result, will thereafter bear any risk associated with changing the offering price to the public or other selling terms.

The following table shows the per share and total underwriting discounts and commissions we and the selling stockholder will pay to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional 3,000,000 shares of our common stock.

	Paid by Us		Paid by the Selling Stockholder		Total	
	No Exercise	Full exercise	No exercise	Full exercise	No exercise	Full exercise
Per share						
Total						

We estimate that the total expenses of this offering payable by us, not including the underwriting discounts and commissions, will be approximately $2.1 million.

NO SALES OF SIMILAR SECURITIES

We, the selling stockholder and our executive officers and directors have entered into lock-up agreements with the underwriters. Under these agreements, we and each of these persons may not, without the prior written approval of UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, offer, sell, contract to sell or otherwise dispose of or hedge shares of our common stock. These restrictions will be in effect for a period of 180 days after the date of this prospectus. However, if:

–> during the period that begins on the date that is 15 calendar days plus 3 business days before the last day of the 180-day restricted period and ends on the last day of the 180-day restricted period, (x) we issue an earnings release, (y) we publicly announce material news or (z) a material event relating to us occurs; or

–> prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period,

the 180-day period will be extended until the expiration of the date that is 15 calendar days plus 3 business days after the date on which (x) we issue the earnings release, (y) we publicly announce the material news or (z) the material event relating to us occurs. At any time and without public notice, UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated may in their sole discretion, release all or some of the securities from these lock-up agreements.

We and the selling stockholder have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act. If we or the selling stockholder are unable to provide this indemnification, we and the selling stockholder will contribute to payments the underwriters may be required to make in respect of those liabilities.

NEW YORK STOCK EXCHANGE

Our common stock has been approved for listing on the New York Stock Exchange under the trading symbol "DHT," subject to official notice of issuance. To meet New York Stock Exchange distribution standards, the underwriters have undertaken to cause shares of our common stock to be distributed in such a manner that as of the original listing date of the common stock:

–> there will be not less than 2,000 United States stockholders holding 100 or more shares of common stock;

–> at least 1,100,000 publicly held shares of common stock will be outstanding in the United States; and

–> the aggregate market value of publicly held share of our common stock in the United States will be at least $60 million.

PRICE STABILIZATION, SHORT POSITIONS

In connection with this offering, the underwriters may engage in activities that stabilize, maintain or otherwise affect the price of our common stock including:

–> stabilizing transactions;

–> short sales;

–> purchases to cover positions created by short sales;

–> imposition of penalty bids; and

–> syndicate covering transactions.

Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of our common stock while this offering is in progress. These transactions may also include making short sales of our common stock, which involves the sale by the underwriters of a greater number of shares of our common stock than they are required to purchase in this offering, and purchasing shares of our common stock on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' over-allotment option referred to above, or may be "naked" shorts, which are short positions in excess of that amount.

The underwriters may close out any covered short position by either exercising their over allotment option, in whole or in part, or by purchasing shares of our common stock in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared with the price at which they may purchase shares through the over-allotment option.

Naked short sales are in excess of the over-allotment option. The underwriters must close out any naked short position, by purchasing shares of our common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward

pressure on the price of our common stock in the open market that could adversely affect investors who purchased in this offering.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares of our common stock sold by or for the account of that underwriter in stabilizing or short covering transactions.

As a result of these activities, the price of our common stock may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. The underwriters may carry out these transactions on the New York Stock Exchange, in the over-the-counter market or otherwise.

DETERMINATION OF OFFERING PRICE

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiation by us, the selling stockholder and the representatives of the underwriters. The principal factors to be considered in determining the initial public offering price include:

–> the information set forth in this prospectus and otherwise available to representatives;

–> our prospects and prospects of the industry in which we compete;

–> our financial performance and an assessment of our management;

–> our prospects for future earnings and cash flow, the present state of our development;

–> the general condition of the securities markets at the time of this offering;

–> the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and

–> other factors deemed relevant by the underwriters and us.

AFFILIATIONS

The underwriters and their affiliates may from time to time in the future engage in transactions with us and perform services for us in the ordinary course of their business.

Other Expenses of Issuance and Distribution

The following table sets forth the expenses (other than underwriting compensation expected to be incurred) in connection with this offering. All of such amounts (except the SEC registration fee and the NASD filing fee) are estimated.

SEC registration fee	$ 43,000
NYSE listing fee	150,000
NASD filing fee	37,000
Blue Sky fees and expenses	15,000
Printing and engraving costs	250,000
Legal fees and expenses	1,160,000
Accounting fees and expenses	250,000
Transfer Agent and Registrar fees and expenses	10,000
Miscellaneous	208,000
Total	$ 2,123,000

Legal Matters

The validity of our common stock offered hereby and certain other matters relating to Marshall Islands law will be passed upon for us by Reeder & Simpson PC. Certain other legal matters relating to United States law will be passed upon for us by Cravath, Swaine & Moore LLP, New York, New York. In addition, Cravath, Swaine & Moore LLP has issued an opinion to us regarding certain U.S. Federal income tax matters. Certain legal matters will be passed upon for the underwriters by Simpson Thacher & Bartlett LLP, New York, New York.

Experts

Ernst & Young LLP, our independent registered public accounting firm, have audited our predecessor combined carve-out financial statements at December 31, 2004 and 2003 and for each of the three years in the period ended December 31, 2004, as set forth in their report, which is included in this prospectus. We have included our predecessor combined carve-out financial statements in this prospectus and elsewhere in the registration statement of which this prospectus is a part in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

Additional Information

We have not previously been subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. We filed with the SEC a registration statement on Form F-1 under the Securities Act, with respect to the offer and sale of common stock pursuant to this prospectus. This prospectus, filed as a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules thereto in accordance with the rules and regulations of the SEC and no reference is hereby made to such omitted information. Statements made in this prospectus concerning the contents of any contract, agreement or other document filed as an exhibit to the registration statement are summaries of all of the material terms of such contracts, agreements or documents, but do not repeat all of their terms. Reference is made to each such exhibit for a more complete description of the matters involved and such statements shall be deemed qualified in their entirety by such reference. The registration statement and the exhibits and schedules thereto filed with the SEC may be inspected, without charge, and copies may be obtained at prescribed rates, at the public reference facility maintained by the SEC at its principal office at 100 F Street, N.E., Washington, D.C. 20549. The SEC also maintains a website (http://www.sec.gov) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. For further information pertaining to the common stock offered by this prospectus and Double Hull Tankers, Inc. reference is made to the registration statement.

Upon completion of this offering, we will become subject to the information and periodic reporting requirements of the Securities and Exchange Act and will file periodic reports and other information with the SEC. These periodic reports and other information will be available for inspection and copying at the SEC's public reference facilities and the web site of the SEC referred to above. As a "foreign private issuer", we are exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements to stockholders, but, are required to furnish certain proxy statements to stockholders under New York Stock Exchange rules. Those proxy statements are not expected to conform to Schedule 14A of the proxy rules promulgated under the Exchange Act. In addition, as a "foreign private issuer", we are exempt from the rules under the Exchange Act relating to short swing profit reporting and liability.

Glossary of Shipping Terms

The following are definitions of certain terms that are commonly used in the tanker industry and in this prospectus.

ABS	American Bureau of Shipping, an American classification society.
Aframax	A medium size crude oil tanker of approximately 80,000 to 120,000 dwt. Because of their size, Aframaxes are able to operate on many different routes, including from Latin America and the North Sea to the U.S. They are also used in lightering (transferring cargo from larger tankers, typically VLCCs, to smaller tankers for discharge in ports from which the larger tankers are restricted). Modern Aframaxes can generally transport from 500,000 to 800,000 barrels of crude oil.
Annual Survey	The inspection of a vessel pursuant to international conventions, by a classification society surveyor, on behalf of the flag state, that takes place every year.
Bareboat Charter	A Charter under which a charterer pays a fixed daily or monthly rate for a fixed period of time for use of the vessel. The charterer pays all voyage and vessel operating expenses. Bareboat charters are usually for a long term. Also referred to a "Demise Charter."
Bulk Carriers	Vessels which are specially designed to carry "dry" cargoes in bulk form, such as coal, iron ore and grain.
Bunker	Fuel oil used to operate a vessel's engines, generators and boilers.
Charter	Contract for the use of a vessel, generally consisting of either a voyage, time or bareboat charter.
Charterer	The company that hires a vessel pursuant to a Charter.
Charter hire	Money paid to the ship-owner by a charterer for the use of a vessel under a time charter or bareboat charter.
Classification Society	An independent society that certifies that a vessel has been built and maintained according to the society's rules for that type of vessel and complies with the applicable rules and regulations of the country in which the vessel is registered, as well as the international conventions which that country has ratified. A vessel that receives its certification is referred to as being "in class" as of the date of issuance.
Contract of Affreightment	A contract of affreightment, or COA, is an agreement between an owner and a charterer that obligates the owner to provide a vessel to the charterer to move specific quantities of cargo over a stated time period, but without designating specific vessels or voyage schedules, thereby providing the owner greater operating flexibility than with voyage charters alone.
Draft	Vertical distance between the waterline and the bottom of the vessel's keel.
Double Hull	Hull construction design in which a vessel has an inner and outer side and bottom separated by void space, usually 2 meters in width.

Drydocking	The removal of a vessel from the water for inspection and/or repair of those parts of a vessel which are below the water line. During drydockings, which are required to be carried out periodically, certain mandatory classification society inspections are carried out and relevant certifications issued. Drydockings are generally required once every 30 to 60 months.
Dwt	Deadweight tons, which refers to the carrying capacity of a vessel by weight.
Hull	Shell or body of a ship.
IMO	International Maritime Organization, a United Nations agency that issues international regulations and standards for shipping.
Lightering	To partially discharge a tanker onto another tanker or barge.
LOOP	Louisiana Offshore Oil Port, Inc.
Lloyds	Lloyds Register, a U.K. classification society.
Metric Ton	A metric ton of 1,000 kilograms.
Newbuilding	A new vessel under construction or just completed.
Off Hire	The period a vessel is unable to perform the services for which it is required under a time charter. Off hire periods typically include days spent undergoing repairs and drydocking, whether or not scheduled.
OPA	Oil Pollution Act of 1990 of the United States.
OPEC	The Organization of the Petroleum Exporting Countries, is an international organization of oil-exporting developing nations that coordinates and unifies the petroleum policies of its member countries.
Petroleum Products	Refined crude oil products, such as fuel oils, gasoline and jet fuel.
Protection and Indemnity (or P&I) Insurance	Insurance obtained through mutual associations (called "Clubs") formed by shipowners to provide liability insurance protection against a large financial loss by one member by contribution towards that loss by all members. To a great extent, the risks are reinsured.
Scrapping	The disposal of vessels by demolition for scrap metal.
Special Survey	An extensive inspection of a vessel by classification society surveyors that must be completed within five years. Special Surveys require a vessel to be drydocked.
Spot Market	The market for immediate chartering of a vessel, usually for single voyages.
Tanker	Ship designed for the carriage of liquid cargoes in bulk with cargo space consisting of many tanks. Tankers carry a variety of products including crude oil, refined petroleum products, liquid chemicals and liquefied gas.

TCE	Time charter equivalent, a standard industry measure of the average daily revenue performance of a vessel. The TCE rate achieved on a given voyage is expressed in $/day and is generally calculated by subtracting voyage expenses, including bunkers and port charges, from voyage revenue and dividing the net amount (time charter equivalent revenues) by the round-trip voyage duration.
Time Charter	A Charter under which a customer pays a fixed daily or monthly rate for a fixed period of time for use of the vessel. Subject to any restrictions in the charter, the customer decides the type and quantity of cargo to be carried and the ports of loading and unloading. The customer pays the voyage expenses such as fuel, canal tolls, and port charges. The ship-owner pays all vessel operating expenses such as the management expenses and crew costs.
ULCC	ULCC is the abbreviation for ultra large crude carrier, a large crude oil tanker of more than 350,000 dwt. ULCCs can transport three million barrels of crude oil and are mainly used on the same long haul routes as VLCCs.
Vessel Operating Expenses	The costs of operating a vessel that is incurred during a charter, primarily consisting of crew wages and associated costs, insurance premiums, lubricants and spare parts, and repair and maintenance costs. Vessel operating expenses exclude fuel and port charges, which are known as "voyage expenses." For a time charter, the ship-owner pays vessel operating expenses. For a bareboat charter, the charterer pays vessel operating expenses.
VLCC	VLCC is the abbreviation for very large crude carrier, a large crude oil tanker of approximately 200,000 to 320,000 dwt. Modern VLCCs can generally transport two million barrels or more of crude oil. These vessels are mainly used on the longest (long haul) routes from the Arabian Gulf to North America, Europe, and Asia, and from West Africa to the U.S. and Far Eastern destinations.
Voyage Expenses	Expenses incurred due to a vessel traveling to a destination, such as fuel cost and port charges.
Worldscale	Industry name for the Worldwide Tanker Nominal Freight Scale published annually by the Worldscale Association as a rate reference for shipping companies, brokers, and their customers engaged in the bulk shipping of oil in the international markets. Worldscale is a list of calculated rates for specific voyage itineraries for a standard vessel, as defined, using defined voyage cost assumptions such as vessel speed, fuel consumption, and port costs. Actual market rates for voyage charters are usually quoted in terms of a percentage of Worldscale.
Worldscale Flat rate	Base rates expressed in U.S.$ per ton which apply to specific sea transportation routes, calculated to give the same return as Worldscale 100.
Worldscale Points	The freight rate negotiated for spot voyages expressed as a percentage of the Worldscale Flat rate.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Overseas Shipholding Group, Inc.

We have audited the accompanying predecessor combined carve-out balance sheets of OSG Crude (the Company) as of December 31, 2004 and 2003, and the related predecessor combined carve-out statements of operations, changes in stockholders' equity, and cash flows for each of the years in the three year period ended December 31, 2004. These predecessor combined carve-out financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the predecessor combined carve-out financial statements referred to above present fairly, in all material respects, the financial position of OSG Crude as of December 31, 2004 and 2003, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2004, in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

New York, NY
April 18, 2005

OSG Crude

PREDECESSOR COMBINED CARVE-OUT BALANCE SHEETS

	June 30, 2005	December 31, 2004	December 31, 2003	Pro Forma June 30, 2005[1]
	(unaudited)	(audited)		(unaudited)
Assets				
Current Assets:				
Cash and cash equivalents	$ —	$ —	$ —	
Voyage receivables, including unbilled of $14,012,505, $27,440,600 and $11,089,270	14,012,754	27,459,862	11,098,976	
Prepaid expenses	1,225,082	910,888	839,976	
Total Current Assets	15,237,836	28,370,750	11,938,952	
Vessels:				
Vessels, at cost	452,903,042	452,369,694	406,470,962	
Vessels under construction	—	—	36,202,424	
	452,903,042	452,369,694	442,673,386	
Less accumulated depreciation	105,263,313	96,798,531	80,013,316	
Total Vessels	347,639,729	355,571,163	362,660,070	
Other Assets	4,111,344	4,575,660	1,593,872	
Total Assets	$ 366,988,909	$ 388,517,573	$ 376,192,894	
Liabilities and Stockholders' equity				
Current Liabilities:				
Accounts payable and accrued expenses	$ 2,347,718	$ 2,043,256	$ 2,119,415	$ 318,983,175
Current installments of long-term debt	5,200,000	5,200,000	5,200,000	5,200,000
Total Current Liabilities	7,547,718	7,243,256	7,319,415	324,183,175
Long-term Debt	81,800,000	84,400,000	89,600,000	81,800,000
Loans Payable to Wholly-owned Subsidiary of Overseas Shipholding Group, Inc.	—	170,250,770	239,602,606	—
Deferred Credits and Other Liabilities	2,473,293	1,825,792	2,066,779	2,473,293
Stockholders' equity/(deficiency):				
Common stock (no par value; 3,500 shares authorized; 700 shares issued and outstanding)	700,000	700,000	700,000	700,000
Paid-in additional capital	114,320,169	—	—	114,320,169
Retained earnings/(deficit)	162,095,709	125,398,235	38,708,217	(154,539,748)
Accumulated other comprehensive income/(loss)	(1,947,980)	(1,300,480)	(1,804,123)	(1,947,980)
Total Stockholders' equity/(deficiency)	275,167,898	124,797,755	37,604,094	(41,467,559)
Total Liabilities and Stockholders' equity/(deficiency)	$ 366,988,909	$ 388,517,573	$ 376,192,894	$ 366,988,909

(1) *Pro forma gives effect to our payment of a $316.7 million deemed distribution to OSG which represents the excess of the $664.3 million purchase price of the seven vessels over their historical book value.*

See notes to combined financial statements.

OSG Crude

PREDECESSOR COMBINED CARVE-OUT STATEMENTS OF OPERATIONS

	Six months ended June 30,		Year ended December 31,		
	2005	2004	2004	2003	2002
	(unaudited)		(audited)		
Shipping revenues	$ 60,532,520	$ 58,138,282	$ 136,204,512	$ 66,192,182	$ 31,733,453
Voyage Expenses	(247,161)	(177,655)	(238,263)	(352,003)	(386,809)
Time Charter Equivalent Revenues	60,285,359	57,960,627	135,966,249	65,840,179	31,346,644
Ship Operating Expenses:					
Vessel expenses	8,749,941	7,298,880	15,600,914	10,956,450	10,248,608
Depreciation and amortization	9,081,598	8,749,989	17,762,079	14,691,739	14,391,596
General and administrative allocated from Overseas Shipholding Group, Inc.	2,714,760	3,282,866	7,268,613	4,827,549	3,689,630
Total Ship Operating Expenses	20,546,299	19,331,735	40,631,606	30,475,738	28,329,834
Income from Vessel Operations	39,739,060	38,628,892	95,334,643	35,364,441	3,016,810
Other Income	—	—	—	—	491
Interest Expense to a Wholly-owned Subsidiary of Overseas Shipholding Group, Inc.	(574,370)	(1,559,462)	(3,411,489)	(2,774,658)	(6,364,570)
Interest Expense, other	(2,467,216)	(2,628,326)	(5,233,136)	(3,158,715)	(1,415,885)
Income/(Loss) before Income Taxes	36,697,474	34,441,104	86,690,018	29,431,068	(4,763,154)
Provision for Income Taxes	—	—	—	—	—
Net Income/(Loss)	$ 36,697,474	$ 34,441,104	$ 86,690,018	$ 29,431,068	$ (4,763,154)
Basic and Diluted Net Income/(Loss) per Share	$ 52,424.96	$ 49,201.58	$ 123,842.88	$ 42,044.38	$ (6,804.51)
Shares Used in Computing Basic and Diluted Net Income/(Loss) per Share	700	700	700	700	700
Pro Forma Net Income per Share (Unaudited)[(1)]	$ 1.66	—	$ 3.92	—	—
Pro Forma Weighted Average Shares Outstanding (Unaudited)[(1)]	22,097,886	—	22,097,886	—	—

(1) *Pro forma earnings per share give effect to our issuance of 22,097,186 shares at an assumed initial public offering price of $15.00 per share (representing the midpoint of the price range set forth on the cover of this prospectus), which, if issued, would have generated net proceeds in an amount that would have been sufficient to fund our payment of a $316.7 million deemed distribution to OSG which represents the excess of the $664.3 million purchase price of the seven vessels over their historical book value.*

See notes to combined financial statements.

OSG Crude

PREDECESSOR COMBINED CARVE-OUT STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock		Paid-in Additional Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Total
	Shares	Amount				
Balance at December 31, 2001	**700**	**$ 700,000**	**$ —**	**$ 14,040,303**	**$ —**	**$ 14,740,303**
Net Loss				**(4,763,154)**		**(4,763,154)**
Other Comprehensive					(1,583,970)	(1,583,970)

Income/(Loss), effect of derivative instruments						
Other Comprehensive Loss						**(6,347,124)**
Balance at December 31, 2002	**700**	**700,000**	**—**	**9,277,149**	**(1,583,970)**	**8,393,179**
Net Income				**29,431,068**		**29,431,068**
Other Comprehensive Income/(Loss), effect of derivative instruments					(220,153)	(220,153)
Other Comprehensive Income						**29,210,915**
Balance at December 31, 2003	**700**	**700,000**	**—**	**38,708,217**	**(1,804,123)**	**37,604,094**
Net Income				**86,690,018**		**86,690,018**
Other Comprehensive Income/(Loss), effect of derivative instruments					503,643	503,643
Other Comprehensive Income						**87,193,661**
Balance at December 31, 2004	**700**	**700,000**	**—**	**125,398,235**	**(1,300,480)**	**124,797,755**
Net Income (unaudited)				**36,697,474**		**36,697,474**
Other Comprehensive Income/(Loss), effect of derivative instruments (unaudited)					(647,500)	(647,500)
Other Comprehensive Income (unaudited)						**36,049,974**
Capital Contribution			**114,320,169**			**114,320,169**
Balance at June 30, 2005 (unaudited)	**700**	**$ 700,000**	**$ 114,320,169**	**$ 162,095,709**	**$ (1,947,980)**	**$ 275,167,898**

See notes to combined financial statements.

OSG Crude

PREDECESSOR COMBINED CARVE-OUT STATEMENTS OF CASH FLOWS

	Six months ended June 31,		Year ended December 31,		
	2005	2004	2004	2003	2002
	(unaudited)		(audited)		
Cash Flows from Operating Activities:					
Net income/(loss)	$ 36,697,474	$ 34,441,104	$ 86,690,018	$ 29,431,068	$ (4,763,154)
Items included in net income/(loss) not affecting cash flows:					
Depreciation	8,464,782	8,323,010	16,785,215	13,858,518	13,502,959
Amortization, including deferred finance charges	639,619	449,910	1,022,916	879,209	910,560
Changes in operating assets and liabilities:					
Decrease/(increase) in receivables	13,447,108	(1,520,474)	(16,360,886)	(3,572,515)	(3,757,447)
(Increase)/decrease in prepaid expenses	(314,194)	(360,574)	(70,912)	(75,562)	211,018
(Increase) in other assets	(4,102)	(1,464)	(1,953)	(3,279)	(2,836)
Increase/(decrease) in accounts payable and accrued expenses	304,462	110,523	(76,160)	755,339	(766,149)
Net cash provided by operating activities	59,235,149	41,442,035	87,988,238	41,272,778	5,334,951
Cash Flows from Investing Activities:					
Expenditures for vessels	(533,348)	(9,511,836)	(9,696,308)	(14,496,290)	(50,116,476)
Expenditures of drydocking	(171,201)	(1,328,133)	(3,740,094)	—	(1,606,932)

Net cash (used in) investing activities	(704,549)	(10,839,969)	(13,436,402)	(14,496,290)	(51,723,408)
Cash Flows from Financing Activities:					
Issuance of long-term debt, net of issuance costs	—	—	—	—	99,448,113
Repayment of loan from OSG	(55,930,600)	(28,002,066)	(69,351,836)	(21,576,488)	(53,059,656)
Repayment of long-term debt	(2,600,000)	(2,600,000)	(5,200,000)	(5,200,000)	—
Net cash provided by/(used in) financing activities	(58,530,600)	(30,602,066)	(74,551,836)	(26,776,488)	46,388,457
Net increase in cash and cash equivalents	—	—	—	—	—
Cash and cash equivalents at beginning of year	—	—	—	—	—
Cash and cash equivalents at end of year	$ —	$ —	$ —	$ —	$ —

See notes to combined financial statements.

OSG Crude

NOTES TO THE PREDECESSOR COMBINED CARVE-OUT FINANCIAL STATEMENTS

Note A—Summary of significant accounting policies:

1. Basis of presentation and description of business

The accompanying predecessor combined carve-out financial statements include the accounts of seven wholly-owned subsidiaries of Overseas Shipholding Group, Inc. ("OSG"), a publicly traded company incorporated in Delaware (United States). Such subsidiaries (collectively "OSG Crude"), which are incorporated in the Marshall Islands, own a fleet consisting of seven modern tankers. These predecessor combined carve-out financial statements have been prepared to reflect the financial position, results of operations and cash flows of OSG Crude, which owns the vessels to be acquired by Double Hull Tankers, Inc.

The following table provides details of OSG Crude's vessels, included in these predecessor combined carve-out financial statements.

Vessel name	Dwt	Flag State	Year Built
Overseas Chris	309,285	Marshall Islands	2001
Overseas Ann	309,327	Marshall Islands	2001
Regal Unity	309,966	Marshall Islands	1997
Overseas Cathy	112,028	Marshall Islands	2004
Overseas Sophie	112,045	Marshall Islands	2003
Ania	94,848	Marshall Islands	1994
Rebecca	94,873	Marshall Islands	1994

The predecessor combined carve-out financial statements are prepared in accordance with generally accepted accounting principles in the United States. The assets, liabilities, results of operations, and cash flows were carved out of the consolidated financial statements of OSG using specific identification. In the preparation of these predecessor carve-out financial statements, general and administrative expenses were not identifiable as relating solely to the vessels. General and administrative expenses, consisting primarily of salaries and other employee related costs, office rent, legal and professional fees, and travel and entertainment were allocated based on OSG Crude's proportionate share of OSG's total ship-operating (calendar) days for each of the periods presented. Management believes these allocations to reasonably present the financial position, results of operations and cash flows of OSG Crude. However, the predecessor combined carve-out statements of financial position, operations and cash flow may not be indicative of those that would have been realized had OSG Crude operated as an independent stand-alone entity for the periods presented. Had OSG Crude operated as an independent stand-alone entity, its results could have differed significantly from those presented herein.

The accompanying unaudited predecessor combined carve-out financial statements have been prepared in accordance with generally accepted accounting principles for interim financials. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the six month period ended June 30, 2005 are not necessarily indicative of the results that may be expected for the year ended December 31, 2005.

OSG Crude is engaged in the ocean transportation of crude oil through the ownership and operation of a fleet of tankers. The bulk shipping industry, in which OSG Crude participates, has many market segments that have distinct characteristics. Rates in each market segment are determined by a variety

of factors affecting the supply and demand for vessels to move cargoes in the trades for which they are suited. Bulk vessels are not bound to specific ports or schedules and therefore can respond to market opportunities by moving between trades and geographical areas.

2. Cash and cash equivalents

Interest-bearing deposits that are highly liquid investments and have a maturity of three months or less when purchased are included in cash and cash equivalents. The treasury functions of OSG are managed centrally. Accordingly, cash received by OSG Crude (principally charter hire) is transferred to OSG for investment purposes, with a corresponding reduction in the loan payable to OSG (see Note D). Cash required by OSG Crude (principally ship operating expenses, voyage expenses and debt amortization) is transferred from OSG with a corresponding increase in the loan payable to OSG.

3. Vessels

Vessels are recorded at cost and are depreciated to their estimated salvage value on the straight-line basis, using a vessel life of 25 years. Each vessel's salvage value is equal to the product of its lightweight tonnage and an estimated scrap rate per ton. Interest costs are capitalized to vessels during the period that vessels are under construction. Interest capitalized aggregated $200,803 in 2004, $3,621,377 in 2003 and $1,972,515 in 2002.

4. Deferred drydock expenditures

Expenditures incurred during a drydocking are deferred and amortized on the straight-line basis over the period until the next scheduled drydocking, generally two and a half to five years. Expenditures for maintenance and repairs are expensed when incurred. Amortization of capitalized drydock expenditures, which is included in depreciation and amortization in the combined statements of operations, amounted to $976,864 in 2004, $833,220 in 2003 and $888,636 in 2002. The unamortized portion of deferred drydocking expenditures, which is included in other assets in the combined balance sheets, was $4,110,010 and $1,084,124 at December 31, 2004 and 2003, respectively.

5. Impairment of long-lived assets

The carrying amounts of long-lived assets held and used by OSG Crude are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of a particular asset may not be fully recoverable. In such instances, an impairment charge would be recognized if the estimate of the undiscounted future cash flows expected to result from the use of the asset and its eventual disposition is less than the asset's carrying amount. This assessment is made at the individual vessel level since separately identifiable cash flow information for each vessel is available. The amount of an impairment charge, if any, would be determined using discounted cash flows.

6. Deferred finance charges

Finance charges incurred in the arrangement of debt are deferred and amortized to interest expense on the straight-line basis over the life of the related debt. Deferred finance charges of $437,922 and $483,974 are included in other assets at December 31, 2004 and 2003, respectively. Amortization amounted to $46,052 in 2004, $45,989 in 2003 and $21,924 in 2002.

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7. Revenue and expense recognition

Revenues from time charters and bareboat charters are accounted for as operating leases and are thus recognized ratably over the rental periods of such charters, as service is performed.

Voyage revenues and expenses are recognized ratably over the estimated length of each voyage and, therefore, are allocated between reporting periods based on the relative transit time in each period. In accordance with Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements," OSG Crude did not begin recognizing voyage revenue until a charter had been agreed to by one of the subsidiaries and the customer, even if the vessel has discharged its cargo and is sailing to the anticipated load port on its next voyage.

Under voyage charters, expenses such as fuel, port charges, canal tolls, cargo handling operations and brokerage commissions are paid by OSG Crude whereas, under time and bareboat charters, such voyage costs are paid by OSG Crude's customers. For voyage charters, time charter equivalent revenues represent shipping revenues less voyage expenses. For time and bareboat charters, time charter equivalent revenues represent shipping revenues less brokerage commissions, if applicable, which are included in voyage expenses.

The vessels owned by OSG Crude operated in either the Tankers International LLC Pool (VLCCs) or the Aframax International Pool (Aframaxes) during the three years ended December 31, 2004 and the six months ended June 30, 2005. For vessels operating in such pools, revenues and voyage expenses are pooled and allocated to each pool's participants on a time charter equivalent basis in accordance with an agreed-upon formula.

Ship operating expenses exclude voyage expenses. Vessel expenses include crew costs, vessel stores and supplies, lubricating oils, maintenance and repairs, insurance and communication costs.

8. Derivatives

Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Investments and Hedging Activities" ("FAS 133") requires OSG Crude to recognize all derivatives on the balance sheet at fair value. If the derivative is an effective hedge, a change in the fair value is either offset against the change in fair value of the hedged item or recognized in other comprehensive income until the hedged item is recognized in income. The ineffective portion of effective hedges is immediately recognized in income. Derivatives that are not effective hedges are fully adjusted through income.

OSG Crude uses interest rate swaps to convert interest-bearing debt from floating to fixed rate. The swap is designated and qualifies as a cash flow hedge. OSG Crude assumes no ineffectiveness since the interest rate swap meets the conditions required under FAS 133 to apply the critical terms method for prepayable debt.

9. Common stock

Each of the seven subsidiaries included in the predecessor carve-out financial statements has authorized capital of 500 common registered shares with no par value. Upon incorporation, each such subsidiary issued 100 shares to OSG International, Inc., a wholly-owned subsidiary of OSG, in exchange for investment of $100,000. All 700 shares remain outstanding at December 31, 2004.

10. Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Note B—Accounts payable and accrued expenses:

Accounts payable and accrued expenses consist of the following:

	June 30, 2005	December 31, 2004	December 31, 2003
	(unaudited)	(audited)	
Interest	$ 1,092,285	$ 1,124,928	$ 1,219,602
Insurance	510,838	229,303	284,055
Accounts payable	309,035	131,004	77,487
Other	435,560	558,021	538,272
	$ 2,347,718	$ 2,043,256	$ 2,119,416

Note C—Debt:

Debt consists of the following:

	June 30, 2005	December 31, 2004	December 31, 2003
	(unaudited)	(audited)	
Secured term loan	$ 87,000,000	$ 89,600,000	$ 94,800,000
Less current portion	5,200,000	5,200,000	5,200,000
Long-term portion	$ 81,800,000	$ 84,400,000	$ 89,600,000

The effective interest rate for debt outstanding at December 31, 2004 and 2003 was 5.7% as a result of a related interest rate swap (see Note E).

On July 10, 2002, OSG Crude borrowed $100,000,000 according to a secured term loan agreement bearing interest at the London interbank offered rate ("LIBOR") plus a margin of 1.0%. The loan is guaranteed by OSG and secured by liens on the *Overseas Chris* and *Overseas Ann*. The principal is repayable in 23 equal semi-annual payments of $2,600,000 and a final balloon payment of $40,200,000 due on July 10, 2014. The secured term loan agreement provides for prepayment privileges, 50% of which shall be applied to the remaining installments on a pro rata basis and 50% to the balloon. The secured loan agreement also contains financial covenants applicable to the consolidated financial position of OSG. OSG's failure to satisfy such financial covenants could result in the acceleration of payments due under the loan.

As of December 31, 2004, approximately 35.6% of the net book amount of the OSG Crude vessels, representing two tankers, is pledged as collateral under the debt agreement.

As of June 30, 2005, approximately 35.7% of the net book amount of the OSG Crude vessels, representing two tankers, is pledged as collateral under the debt agreement.

The aggregate annual principal payments required to be made on debt as of December 31, 2004 are as follows:

2005	$ 5,200,000

2006	5,200,000
2007	5,200,000
2008	5,200,000
2009	5,200,000
Thereafter	63,600,000
	$ 89,600,000

Interest paid, excluding capitalized interest, amounted to $5,327,810 in 2004, $2,577,752 in 2003, and $777,246 in 2002.

Interest paid, excluding capitalized interest, for the six months ended June 30, 2005 and 2004 amounted to $2,499,860 and $2,718,939, respectively.

The carrying amounts of the floating rate loans approximate their fair value.

Note D—Loans payable to wholly-owned subsidiary of OSG:

The loans payable to a wholly-owned subsidiary of OSG consist of amounts due under a floating rate revolving credit facility. Such facility, which has no stated maturity and accordingly, has been classified as a long-term liability, provides for borrowings of up to $450,000,000. The subsidiary of OSG had no intention of terminating such facility or demanding repayment of outstanding amounts. Borrowings bear interest based on the short-term Applicable Federal Rate published quarterly by the Internal Revenue Service of the United States. Interest is compounded quarterly. The effective interest rates on borrowings outstanding at December 31, 2004 and 2003 were 2.8% and 2.0% respectively.

During the second quarter of 2005, the wholly-owned subsidiary of OSG made a capital contribution of $114,320,169, which was deemed effective April 1, 2005, to OSG Crude, reducing loans payable to the wholly-owned subsidiary to zero.

Note E—Derivatives:

As of June 30, 2005, certain of the vessel subsidiaries are parties to a floating-to-fixed interest rate swap that is being accounted for as a cash flow hedge with a notional amount of $87,000,000 pursuant to which it pays a fixed rate of 4.58% and receives a floating rate based on LIBOR. The swap expires on July 10, 2014. As of June 30, 2005, OSG Crude has recorded a liability of $1,947,980 in deferred credits and other liabilities related to the fair value of the swap. At December 31, 2004, OSG Crude has recorded a liability of $1,300,480 in deferred credits and other liabilities related to the fair value of the swap.

The fair value of interest rate swaps is the estimated amount that OSG Crude would receive or pay to terminate the agreement at the reporting date.

Note F—Accumulated other comprehensive income/(loss):

At December 31, 2004, OSG Crude expects to reclassify approximately $1,355,000 of net losses on derivative instruments from accumulated other comprehensive income/(loss) to earnings during the next twelve months due to the payment of variable rate interest associated with floating rate debt.

The components of the change in the accumulated unrealized loss on derivative instruments follow:

	Year ended December 31,		
	2004	2003	2002
Reclassification adjustments for interest expense included in net income/(loss)	$ 2,895,492	$ 895,880	$ —
Increase in unrealized loss on derivative instruments	(2,391,849)	(1,116,033)	(1,583,970)
	$ 503,643	$ (220,153)	$ (1,583,970)

Note G—Taxes:

OSG files a consolidated United States federal income tax return in which for taxable years from 1987 to 2004 the taxable net income of its foreign shipping companies was included. On October 22, 2004, the President of the U.S. signed into law the American Jobs Creation Act of 2004. The Jobs Creation Act reinstates tax deferral for OSG's foreign shipping income for years beginning after December 31, 2004. Effective January 1, 2005, the earnings from shipping operations of OSG's foreign subsidiaries will not be subject to U.S. income taxation as long as such earnings have not been repatriated to the U.S. OSG intends to permanently reinvest these earnings in foreign operations. Accordingly, OSG will not record a provision for U.S. income taxes on the shipping income of its foreign subsidiaries commencing in 2005.

No income taxes have been provided herein because OSG Crude comprises foreign corporations that would not be subject to United States federal income taxes. Further, OSG Crude is not subject to income taxes imposed by the Marshall Islands, the country in which they are incorporated.

Note H—Pooling arrangements:

Tankers International Pool

In December 1999, OSG and other leading tanker companies established the Tankers International Pool ("Tankers") to pool their VLCC fleets. Tankers, which commenced operations in February 2000, commercially managed a fleet of 41 modern VLCCs as of December 31, 2004. Tankers was formed to meet the global transportation requirements of international oil companies and other major customers. As of December 31, 2004, all three of OSG Crude's VLCCs participate in the Tankers pool.

Aframax International Pool

Since 1996, OSG and PDV Marina S.A., the marine transportation subsidiary of the Venezuelan state-owned oil company, have pooled the commercial management of their Aframax fleets. The pool commercially managed a fleet of 36 modern Aframaxes as of December 31, 2004, which generally trade in the Atlantic Basin, North Sea and the Mediterranean. All four of OSG Crude's Aframaxes trade in this pool.

Note I—Subsequent event:

In July 2005, OSG Crude repaid the outstanding balance, $87,000,000, of the secured term loan, with funds contributed to capital by a wholly-owned subsidiary of OSG. In connection with this transaction, the related floating-to-fixed interest rate swap was terminated. Accordingly, OSG Crude will recognize a loss of approximately $1,471,000 in the third quarter of 2005 related to such swap termination.

Double Hull Tankers, Inc.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Double Hull Tankers, Inc.

We have audited the accompanying balance sheet of Double Hull Tankers, Inc. (the Company) as of August 31, 2005. This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on this financial statement based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement, assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the aforementioned financial statement presents fairly, in all material respects, the financial position of Double Hull Tankers, Inc. as of August 31, 2005, in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

New York, New York
September 16, 2005

BALANCE SHEET

	August 31, 2005
Assets:	
Cash	$ 250
Total Assets	$ 250
Stockholders' equity:	
Common stock ($0.01 par value; 100,000,000 shares authorized; 100 shares issued and outstanding)	$ 1
Preferred stock ($0.01 par value, 1,000,000 shares authorized; none issued or outstanding)	—
Paid-in additional capital	249
Total Stockholders' equity	$ 250

See notes to financial statements.

NOTES TO THE AUDITED FINANCIAL STATEMENTS

Note A—Organization:

Double Hull Tankers, Inc. (the "Company") was incorporated in the Marshall Islands on April 14, 2005. The Company is a wholly-owned subsidiary of Overseas Shipholding Group, Inc. ("OSG"), a publicly traded company incorporated in Delaware (United States).

Note B—Subsequent event:

The Company was formed to acquire a fleet of seven tankers from subsidiaries of OSG. The completion of the purchase of these seven vessels is expected to take place simultaneously with the closing of a public offering of the stock of the Company. The Company has chartered the seven vessels to OSG under fixed rate charters for minimum terms ranging from five to six and one-half years. The charters commence on the closing of the purchase of the vessels. The charters also contain various options on the part of OSG to extend the minimum terms of the charters by up to an aggregate of five, six or eight years, depending on the vessel. The Company has also entered into ship management agreements with a subsidiary of OSG for the technical management of the Company's vessels.

DOUBLE HULL
TANKERS

Until , 2005, all dealers that buy, sell or trade in our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to any unsold allotments or subscription.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers.

Our bylaws provide that we shall, subject to the limitations contained in the Marshall Islands Business Corporation Act, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

Section 12(c) of the Underwriting Agreement, to be filed as Exhibit 1.1, provides that the underwriters named therein will indemnify us and hold us harmless and each of our directors, officers or controlling persons from and against certain liabilities, including liabilities under the Securities Act. Section 12(d) of the Underwriting Agreement also provides that such underwriters will contribute to certain liabilities of such persons under the Securities Act.

Item 7. Recent Sales of Unregistered Securities.

We were incorporated under the laws of the Marshall Islands on April 14, 2005 under the name Double Hull Tankers, Inc. We issued 100 shares of our common stock, par value $0.01 per share, to OSG International, Inc. in consideration of a capital contribution of $10.00 by it. That issuance was exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 4(2) thereof because such issuance did not involve any public offering of securities.

Item 8. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Description
1.1	Underwriting Agreement**
3.1	Amended and Restated Articles of Incorporation of Double Hull Tankers, Inc.*
3.2	Bylaws of Double Hull Tankers, Inc.*
4.1	Form Lock Up Agreement*

4.2	Registration Rights Agreement*
5.1	Form of Opinion of Reeder & Simpson PC*
8.1	Form of Tax Opinion of Cravath, Swaine & Moore LLP*
10.1	Form of Credit Agreement*
10.2.1	Memorandum of Agreement—*Overseas Ann**
10.2.2	Memorandum of Agreement—*Overseas Chris**
10.2.3	Memorandum of Agreement—*Regal Unity**
10.2.4	Memorandum of Agreement—*Overseas Cathy**
10.2.5	Memorandum of Agreement—*Overseas Sophie**
10.2.6	Memorandum of Agreement—*Rebecca**
10.2.7	Memorandum of Agreement—*Ania**
10.3.1	Form of Time Charter—*Overseas Ann**
10.3.2	Time Charter—*Overseas Chris***

10.3.3	Time Charter—*Regal Unity***
10.3.4	Time Charter—*Overseas Cathy***
10.3.5	Time Charter—*Overseas Sophie***
10.3.6	Time Charter—*Rebecca***
10.3.7	Time Charter—*Ania***
10.4.1	Form of Ship Management Agreement—*Overseas Ann**
10.4.2	Ship Management Agreement—*Overseas Chris***
10.4.3	Ship Management Agreement—*Regal Unity***
10.4.4	Ship Management Agreement—*Overseas Cathy***
10.4.5	Ship Management Agreement—*Overseas Sophie***
10.4.6	Ship Management Agreement—*Rebecca***
10.4.7	Ship Management Agreement—*Ania***
10.5	Form of Charter Framework Agreement**
10.6	Form of OSG Guaranty of Charterers' Payments under Charters and Charter Framework Agreement*
10.7	Form of Double Hull Tankers, Inc. Guaranty of Vessel Owners' Obligations under Management Agreement*
10.8	Form of Double Hull Tankers, Inc. Guaranty of Vessel Owners' Obligations under Charters*
10.9	Form of Indemnity Agreement among OSG, OIN and certain subsidiaries of DHT related to existing recommendations.*
10.10	Employment Agreement of Ole Jacob Diesen*
10.10.1	Indemnification Agreement for Ole Jacob Diesen*
10.11	Employment Agreement of Eirik Ubøe*
10.11.1	Indemnification Agreement for Eirik Ubøe*
10.12	2005 Incentive Compensation Plan*
21.1	List of subsidiaries of Double Hull Tankers, Inc.*
23.1	Consent of Ernst & Young LLP for Double Hull Tankers, Inc.*
23.2	Consent of Ernst & Young LLP for OSG Crude*
23.3	Consent of Maritime Strategies International Ltd*
23.4	Consent of Cravath, Swaine & Moore LLP (contained in Exhibit 8.1)**
24.1	Powers of Attorney (included on signature page)

* Filed herewith

** To be filed by amendment

(b) Financial Statement Schedules.

The financial statement schedules are omitted because they are inapplicable or the requested information is shown in the combined carve-out financial statements of Double Hull Tankers, Inc. or related notes thereto.

Item 9. Undertakings

The undersigned registrant hereby undertakes as follows:

(1) The undersigned will provide to the underwriters at the closing specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(2) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance on Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it is declared effective.

(3) That for purposes of determining any liability under the Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in City of New York, the State of New York, on the 20th day of September, 2005.

DOUBLE HULL TANKERS, INC.

By: /s/ OLE JACOB DIESEN

Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Ole Jacob Diesen and James I. Edelson his or her true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ OLE JACOB DIESEN	Chief Executive Officer	September 20, 2005
/s/ EIRIK UBOE	Chief Financial Officer	September 20, 2005
/s/ ERIK LIND	Chairman of the Board	September 20, 2005
/s/ RANDEE DAY	Director	September 20, 2005
/s/ ROLF WIKBORG	Director	September 20, 2005
/s/ DONALD J. PUGLISI Managing Director Puglisi & Associates	Authorized Representative in the United States	September 20, 2005

QuickLinks

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

DOUBLE HULL TANKERS, INC.

PURSUANT TO
THE MARSHALL ISLANDS BUSINESS CORPORATIONS ACT

Corporate existence commenced on April 14, 2005 and shall continue upon filing these Amended and Restated Articles of Incorporation with the Registrar of Corporations.

The undersigned, for the purpose of amending and restating the Articles of Incorporation of Double Hull Tankers, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands, pursuant to Section 93 of the Marshall Islands Business Corporations Act, does hereby make, subscribe, acknowledge and file with the Registrar of Corporations this instrument for that purpose, as follows:

ARTICLE I

Name

The name of the Corporation shall be "Double Hull Tankers, Inc."

ARTICLE II

Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Marshall Islands Business Corporations Act (the "BCA") and without in any way limiting the foregoing, the Corporation shall have the power:

(a) To purchase or otherwise acquire, own, use, operate, pledge, hypothecate, mortgage, lease, charter, sub-charter, sell, build, and repair steamships, motorships, tankers, vessels, sailing vessels, tugs, lighters, barges, and all other vessels and craft of any and all motive power whatsoever, including aircraft, landcraft, and any and all means of conveyance and transportation by land, water or air, together with engines, boilers, machinery equipment and appurtenances of all kinds, including masts, sails, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging, together with all materials, articles, tools, equipment and appliances necessary, suitable or convenient for the construction, equipment, use and operation thereof; and to equip, furnish, and outfit such vessels and ships.

(b) To engage in ocean, coastwise and inland commerce, and generally in the carriage of freight, goods, cargo in bulk, passengers, mail and personal effects by water between the various ports of the world and to engage generally in waterborne commerce.

(c) To purchase or otherwise acquire, own, use, operate, lease, build, repair, sell or in any manner dispose of docks, piers, quays, wharves, dry docks, warehouses and storage facilities of all kinds, and any property, real, personal and mixed, in connection therewith.

(d) To act as ship's husband, ship brokers, custom house brokers, ship's agents, manager of shipping property, freight contractors, forwarding agents, warehousemen, wharfingers, ship chandlers, and general traders.

ARTICLE III

Address; Registered Agent

The registered address of the Corporation in the Republic of the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands, Inc.

ARTICLE IV

Capital Stock

SECTION 4.01. Authorized Capital Stock. The total number of shares of capital stock that the Corporation shall have authority to issue is One Hundred One Million (101,000,000) registered shares, consisting of One Hundred Million (100,000,000) registered shares of common stock, par value of US$0.01 per share ("Common Stock") and One Million (1,000,000) registered shares of preferred stock, par value of $0.01 per share ("Preferred Stock"). Upon the effectiveness of these Amended and Restated Articles of Incorporation of the Corporation pursuant to the BCA, (the "Effective Time"), each share of the Corporation's common stock, par value US$0.01 per share (the "Old Common Stock"), issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding. Any stock certificate that, immediately prior to the Effective Time, represented shares of Old Common Stock will, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent the same number of shares of Common Stock.

SECTION 4.02. Preferred Stock. The Board is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the

voting powers (if any) of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

SECTION 4.03. No preemptive rights. Shareholders of the Corporation shall have no conversion, redemption or preemptive rights to subscribe to any of the Corporation's securities.

ARTICLE V

Directors

SECTION 5.01. The business and affairs of the Corporation shall be managed by or under the direction of the Board, the exact number of directors comprising the entire Board to be not less than three nor more than twelve (subject to any rights of the holders of Preferred Stock to elect additional directors under specified circumstances) as determined from time to time by resolution adopted by affirmative vote of a majority of the Board. As used in these Amended and Restated Articles of Incorporation, the term "entire Board" means the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships.

SECTION 5.02. Number, election and terms. The Board shall be divided into three classes, as nearly equal in number as the then total number of directors constituting the entire Board permits, with the term of office of one of the three classes expiring each year. As soon as practicable after the Effective Time, the shareholders of the Corporation shall hold an organization meeting to divide the Board into three classes, with the term of office of the first class to expire at the 2008 Annual Meeting of Shareholders, the term of office of the second class to expire at the 2007 Annual Meeting of Shareholders and the term of office of the third class to expire at the 2006 Annual Meeting of Shareholders. Commencing with the 2006 Annual Meeting of Shareholders, the directors elected at an annual meeting of shareholders to succeed those whose terms then expire shall be identified as being directors of the same class as the directors whom they succeed, and each of them shall hold office until the third succeeding annual meeting of shareholders and until such director's successor is duly elected and has qualified. Cumulative voting, as defined in Division 7, Section 71(2) of the BCA, shall not be used to elect directors.

SECTION 5.03. Shareholder nomination of Director candidates; shareholder proposal of business. Advance notice of shareholder nominations for the election of Directors and of the proposal of business by stockholders shall be given in the manner provided in the bylaws, as amended and in effect from time to time.

SECTION 5.04. Newly created directorships and vacancies. Any vacancies in the Board for any reason, other than those specified in Section 5.05, and any created directorships resulting from any increase in the number of directors, may be filled by the vote of not less than a majority of the members of the Board then in office, although less than a quorum, and any directors so chosen shall hold office until the next election of the class for which such directors shall have been chosen and until their successors shall be elected and qualified. Any Director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified. No decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director. Notwithstanding the foregoing, and except as otherwise required by law, whenever the holders of any one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the then authorized number of directors shall be increased by the number of directors so to be elected, and the terms of the director or directors elected by such holders shall expire at the next succeeding annual meeting of shareholders.

SECTION 5.05. Removal. (a) Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, these Amended and Restated Articles of Incorporation or the bylaws of the Corporation), any Director or the entire Board may be removed at any time, but only for cause and only by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors cast at a meeting of the shareholders called for that purpose. Notwithstanding the foregoing, and except as otherwise required by law, whenever the holders of any one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the provisions of this Section 5.05 of this Article V shall not apply with respect to the director or directors elected by such holders of Preferred Stock.

(b) In order to remove a Director, a special general meeting shall be convened and held in accordance with these Amended and Restated Articles of Incorporation and the bylaws. Notice of such a meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than fourteen days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.

(c) For the purpose of this Section 5.05, "cause" means (a) conviction of a felony, indictable offence or similar criminal offence or (b) willful misconduct that results in material injury (monetary or otherwise) to the Corporation or any of its subsidiaries.

(d) If a Director is removed from the Board under the provisions of this Section 5.05, the shareholders may fill the vacancy at the meeting at which such Director is removed. In the absence of such election or appointment, the Board may fill the vacancy.

SECTION 5.06. Amendment, repeal, etc. Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, these Amended and Restated Articles of Incorporation or the bylaws of the Corporation), the affirmative vote of the holders of a majority of the outstanding shares of Common Stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) shall be required to amend, alter, change or repeal this Article V.

ARTICLE VI

Bylaws

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the authority to adopt, amend, alter or repeal the bylaws of the Corporation by a vote of not less than a majority of the entire Board, but any bylaw adopted by the Board may be amended or repealed by shareholders entitled to vote thereon.

ARTICLE VII

Shareholder Action

SECTION 7.01. Shareholder Meetings. Any action required or permitted to be taken by the shareholders of the Corporation must be effected at a duly called annual or special meeting of the shareholders or by the unanimous written consent of the shareholders. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the shareholders for any purpose or purposes may be called only by (i) the Chairman of the Board or the chief executive officer, at the direction of the Board as set forth in a resolution stating the purpose or purposes thereof approved by a majority of the entire Board or (ii) holders of not less that one-fifth of all outstanding shares of Common Stock, who shall state the purpose or purposes of the proposed special meeting. If there is a failure to hold the annual meeting within a period of ninety (90) days after the date designated therefor, or if no date has been designated for a period of thirteen (13) months after the Effective Time or after the Corporation's last annual meeting, holders of not less than one-fifth of the shares entitled to vote in an election of directors may, in writing, demand the calling of a special meeting in lieu of the annual meeting specifying the time thereof, which shall not be less than two (2) nor more than three (3) months from the date of such call. The Chairman of the Board or chief executive officer of the Corporation upon receiving the written demand

shall promptly give notice of such meeting, or if the Chairman of the Board or chief executive officer fails to do so within five (5) business days thereafter, any shareholder signing such demand may give such notice. Such notice shall state the purpose or purposes of the proposed special meeting. The business transacted at any special meeting shall be limited to the purposes stated in the notice of such meeting.

SECTION 7.02. Action by Unanimous Written Consent. Any action required to be taken or which may be taken at any annual or special meeting of shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE VIII

Limitation of Director Liability

A Director shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except, if required by the BCA, as amended from time to time, for (i) liability for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Director derived an improper personal benefit. Neither the amendment nor repeal of this Article VIII shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VIII would accrue or arise, prior to such amendment or repeal.

ARTICLE IX

Amendment of the Articles of Incorporation

These Amended and Restated Articles of Incorporation were authorized by action of the Sole Shareholder of the Corporation.

IN WITNESS WHEREOF, I have executed these Amended and Restated Articles of Incorporation on this 20th day of July 2005.

/s/ James I. Edelson
James I. Edelson
Authorized Signatory

DOUBLE HULL TANKERS, INC.

(the "Corporation")

BYLAWS

As Adopted July 21, 2005

ARTICLE I

OFFICES AND RECORD

SECTION 1.01. Address; Registered Agent. The registered address of the Corporation in the Republic of the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands, Inc.

SECTION 1.02. Other Offices. The Corporation may have such other offices, either within or without the Republic of the Marshall Islands, as the Board of Directors of the Corporation (the "Board") may designate or as the business of the Corporation may from time to time require.

ARTICLE II

SHAREHOLDERS

SECTION 2.01. Annual Meeting. The annual meeting of shareholders of the Corporation shall be held on such day and at such time and place within or without the Republic of the Marshall Islands as the Board may determine for the purpose of electing directors and/or transacting such other business as may properly be brought before the meeting. The Chairman of the Board or, in the Chairman's absence, another person designated by the Board shall act as the Chairman of all annual meetings of shareholders.

SECTION 2.02. Nature of Business at Annual Meetings of Shareholders. (a) No business may be transacted at an annual meeting of shareholders, other than business that is either (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board (or any duly authorized committee thereof), (ii) otherwise properly brought before the annual meeting by or at the direction of the Board (or any duly authorized committee thereof) or (iii) otherwise properly brought before the annual meeting by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 2.02 of this Article II and has remained a shareholder of record through the record date for the determination of shareholders entitled to vote at such annual meeting and (B) who complies with the notice procedures set forth in Section 2.02(b) of this Article II.

(b) In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a shareholder's notice to the Secretary of the Corporation must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the anniversary date of the immediately preceding annual general meeting. In the event the annual general meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the annual general meeting was mailed to shareholders or the date on which public disclosure of the date of the annual general meeting was made.

(c) To be in proper written form, a shareholder's notice to the Secretary of the Corporation must set forth, as to each matter such shareholder proposes to bring before the annual meeting, (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (v) a representation that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting. In addition, notwithstanding anything in this Section 2.02 of this Article II to the contrary, a shareholder intending to nominate one or more persons for election as a director at an annual meeting must comply with Article III of these Bylaws for such nomination or nominations to be properly brought before such meeting.

(d) No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting in accordance with the procedures set forth in this Article II; provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Article II shall be deemed to preclude discussion by any shareholder of any such business. If the chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairman of the meeting shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

SECTION 2.03. Special Meeting. Except as otherwise provided by applicable law, special meetings of the shareholders shall be called only in accordance with the provisions of the Amended and Restated Articles of Incorporation of the

Corporation. Only such business as is specified in the notice of any special meeting of the shareholders shall come before such meeting.

SECTION 2.04. Notice of Meetings. Notice of every annual and special meeting of shareholders, other than any meeting the giving of notice of which is otherwise provided by law, stating the date, time, place and purpose thereof, and in the case of special meetings, the name of the person or persons at whose direction the notice is being issued, shall be given personally or sent by mail, telegraph, cablegram, telex or teleprinter at least fifteen (15) but not more than sixty (60) days before such meeting, to each shareholder of record entitled to vote thereat and to each shareholder of record who, by reason of any action proposed at such meeting would be entitled to have his shares appraised if such action were taken, and the notice shall include a statement of that purpose and to that effect. If mailed, notice shall be deemed to have been given when deposited in the mail, directed to the shareholder at his address as the same appears on the record of shareholders of the Corporation or at such address as to which the shareholder has given notice to the Secretary of the Corporation. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior to the conclusion thereof that he did not receive notice of such meeting.

SECTION 2.05. Organization; Place of Meeting; Order of Business. (a) At every meeting of shareholders, the Chairman of the Board, or in such person's absence, the Chief Executive Officer, or in the absence of both of them, any vice president, shall act as chairman of the meeting. In the absence of the Chairman of the Board, the Chief Executive Officers or a vice president to act as Chairman, the Board, or if the Board fails to act, the shareholders may appoint any shareholder, director or officer of the Corporation to act as chairman of any meeting.

(b) Either the Board or the Chairman of the Board may designate the place, if any, of meeting for any annual meeting or for any special meeting of the shareholders. If no designation is so made, the place of meeting shall be the principal office of the Corporation.

(c) The order of business at all meetings of shareholders, unless otherwise determined by a vote of the holders of a majority of the number of shares present in person or represented by proxy thereat, shall be determined by the chairman of the meeting.

SECTION 2.06. Adjournments. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the meeting is adjourned for lack of quorum, notice of the new meeting shall be given to each shareholder of record entitled to vote at the meeting. If after an adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned

meeting shall be given to each shareholder of record on the new record date entitled to notice in Section 2.04 of this Article II.

SECTION 2.07. Quorum. At all meetings of shareholders, except as otherwise expressly provided by law, there must be present either in person or by proxy shareholders of record holding at least a majority of the shares issued and outstanding and entitled to vote at such meetings in order to constitute a quorum, but if less than a quorum is present, a majority of those shares present either in person or by proxy shall have power to adjourn any meeting until a quorum shall be present.

SECTION 2.08. Voting. If a quorum is present, and except as otherwise expressly provided by law, the Amended and Restated Articles of Incorporation (including any Preferred Stock Designation) or applicable stock exchange rules, the affirmative vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders; provided, however, that directors shall be elected by a plurality of the votes cast by shareholders entitled to vote thereat. At any meeting of shareholders, with respect to a matter for which a shareholder is entitled to vote, each such shareholder shall be entitled to one vote for each share it holds. Each shareholder may exercise such voting right either in person or by proxy; provided, however, that no proxy shall be valid after the expiration of eleven months from the date such proxy was authorized unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in the law of the Republic of the Marshall Islands to support an irrevocable power. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Any action required to be taken or which may be taken at any annual or special meeting of the shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

SECTION 2.09. Fixing of Record Date. The Board may fix a time not more than sixty (60) nor less than fifteen (15) days prior to the date of any meeting of shareholders as the time as of which shareholders entitled to notice of and to vote at such a meeting shall be determined, and all persons who were holders of record of voting shares at such time and no others shall be entitled to notice of and to vote at such meeting. The Board may fix a time not exceeding sixty (60) days preceding the date fixed for the payment of any dividend, the making of any distribution, the allotment of any rights or the taking of any other action, as a record time for the determination of the shareholders entitled to receive any such dividend, distribution, or allotment or for the purpose of such other action.

ARTICLE III

DIRECTORS

SECTION 3.01. Powers; Number. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which, subject to the provisions of the Amended and Restated Articles of Incorporation of the Corporation, shall consist of such number of directors as shall be fixed by a vote of not less than a majority of the entire Board or by the affirmative vote of holders of a majority of the outstanding capital stock from time to time. Each director shall serve his respective term of office until his successor shall have been elected and qualified, except in the event of his death, resignation or removal. No decrease in the number of directors shall shorten the term of any incumbent director. The directors need not be residents of the Republic of the Marshall Islands or shareholders of the Corporation. As used in these Bylaws, the phrase "entire Board" means the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships.

SECTION 3.02. How Elected. Except as otherwise provided by law or in Section 3.05 of this Article III, the directors of the Corporation (other than the first Board if named in the Amended and Restated Articles of Incorporation or designated by the incorporators) shall be elected at the annual

meeting of shareholders. Each director shall be elected to serve until the third succeeding annual meeting of shareholders and until his successor shall have been duly elected and qualified, except in the event of his death, resignation, removal or the earlier termination of his term of office.

SECTION 3.03. Nomination of Directors. (a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Amended and Restated Articles of Incorporation with respect to the right of holders of Preferred Stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board may be made at any annual meeting of shareholders (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) by any shareholder of the Corporation (A) who is a shareholder of record on the date of the giving of the notice provided for in this Section 3.03 of this Article III and on the record date for the determination of shareholder entitled to vote at such meeting and (B) who complies with the notice procedures set forth in Section 3.03(b) of this Article III.

(b) In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a shareholder's notice to the Secretary of the Corporation must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of shareholders. In the event the annual general meeting is called for a date that is not within thirty

(30) days before or after such anniversary date, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the annual general meeting was mailed to shareholders or the date on which public disclosure of the date of the annual general meeting was made. In the case of a special general meeting called for the purpose of electing directors, notice by the shareholder must be given not later than ten days following the earlier of the date on which notice of the special general meeting was mailed to shareholders or the date on which public disclosure of the date of the special general meeting was made.

(c) To be in proper written form, a shareholder's notice to the Secretary of the Corporation must set forth: (i) as to each person whom the shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder applicable to issuers that are not foreign private issuers and (ii) as to the shareholder giving the notice (A) the name and record address of such shareholder, (B) the class or series and number of shares of capital stock of the Corporation which are owned beneficially and of record by such shareholder, (C) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person and persons (including their names) pursuant to which the nomination(s) are to be made by such shareholder, (D) a representation that such shareholder intends to appear in person or by proxy at the meeting to nominate the person or persons named in its notice and (E) any other information relating to such shareholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(d) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 3.03 of this Article III. If the chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

SECTION 3.04. Removal. Except as otherwise provided by applicable law, directors may only be removed by the shareholders in accordance with the provisions of the Amended and Restated Articles of Incorporation of the Corporation.

Any or all of the directors may be removed for cause by the shareholders, provided notice is given to such director(s) of the shareholders meeting convened to remove him or her provided such removal is approved by the affirmative vote of a majority of the issued and outstanding shares of our capital stock entitled to vote for those directors. The notice must contain a statement of the intention to remove such director(s) and must be served on him or her not less than fourteen days before such shareholders meeting. Any such director is entitled to attend the meeting and be heard on the motion for his or her removal. No director may be removed without cause by either the shareholders or the Board of Directors.

SECTION 3.05. Vacancies. Except as otherwise provided by applicable law, vacancies in the Board shall be filled as provided for in the Amended and Restated Articles of Incorporation of the Corporation.

SECTION 3.06. Regular meetings. Regular meetings of the Board shall be held in Jersey, the Channel Islands such time as may be determined by resolution of the Board and no notice shall be required for any regular meeting. Except as otherwise provided by law, any business may be transacted at any regular meeting.

SECTION 3.07. Special meetings. Special meetings of the Board may, unless otherwise provided by law, be called from time to time by the Chairman of the Board or the Chief Executive Officer. The Chief Executive Officer or the Chairman of the Board shall call a special meeting of the Board upon written request directed to either of them by any two directors stating the time, place and purpose of such special meeting. Special meetings of the Board shall be held in Jersey, the Channel Islands on a date and at such time as may be designated in the notice thereof.

SECTION 3.08. Notice of Special Meeting. Notice of the date, time and place of each special meeting of the Board shall be given to each director at least forty-eight (48) hours prior to such meeting, unless the notice is given orally or delivered in person, in which case it shall be given at least twenty-four (24) hours prior to such meeting. For the purpose of this Section 3.08, notice shall be deemed to be duly given to a director if given to him personally (including by telephone) or if such notice be delivered to such director by mail, telegraph, cablegram, telex or teleprinter to his last known address. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, except for

amendments to these Bylaws. Notice of a meeting need not be given to any director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice to him.

SECTION 3.09. Quorum. A whole number of directors equal to at least a majority of the directors at the time in office, present in person or by proxy or conference telephone, shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the

majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

SECTION 3.10. Action By Consent of Board of Directors. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in accordance with applicable law; provided, however, that a majority of the members of the Board or such committee, as the case may be, shall be located in Jersey, the Channel Islands when acting pursuant to this Section 3.10.

SECTION 3.11. Meetings by Conference Telephone. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting; provided, however, that a majority of the members of the Board or such committee, as the case may be, shall be located in Jersey, the Channel Islands when acting pursuant to this Section 3.11.

SECTION 3.12. Records. The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board and of the shareholders, appropriate stock books and registers and such books of records and accounts as may be necessary of the proper conduct of the business of the Corporation. The books and records of the Corporation may be kept outside the Republic of the Marshall Islands at such place or places as may from time to time be designated by the Board or as the business of the Corporation may from time to time require.

SECTION 3.13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, or, if the votes of the disinterested directors are insufficient to constitute an act of the Board as defined in Section 55 of the Marshall Islands Business Corporations Act, by unanimous vote of the disinterested directors, (ii) the material facts as to his relationship or interest and as to contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the shareholders. Common or interested directors may be counted in determining the

presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

SECTION 3.14. Compensation of Directors and Members of Committees. The Board may from time to time, in its discretion, fix the amounts which shall be payable to members of the Board and to members of any committee, for attendance at the meetings of the Board or of such committee and for services rendered to the Corporation.

ARTICLE IV

COMMITTEES

SECTION 4.01. Committees. The Board may, by resolution or resolutions passed by a majority of the entire Board, designate from among its members one or more committees; provided, however, that no committee shall have the power or authority to (i) fill a vacancy in the Board or in a committee thereof, (ii) amend or repeal any Bylaw or adopt any new Bylaw, (iii) amend or repeal any resolution of the entire Board, (iv) increase the number of directors on the Board or (v) remove any director. The Board shall designate an Audit Committee, which shall at all times be comprised of at least two members that are considered “independent” under the rules of the stock exchange that the Corporation’s common stock is listed on. Initially, the entire Board shall be the audit committee. Members of any committee shall hold office for such period as may be prescribed by the vote of the entire Board, subject, however, to removal at any time by the vote of the Board. Vacancies in membership of such committees shall be filled by vote of the Board. Committees may adopt their own rules of procedures and may meet at stated times or on such notice as they may determine. Each committee shall keep a record of its proceedings and report the same to the Board when required.

ARTICLE V

OFFICERS

SECTION 5.01. Number and Designation. The Board shall appoint a Chief Executive Officer, Chief Financial Officer and Secretary and such other officers as it may deem necessary. Officers may be of any nationality and need not be residents of the Republic of the Marshall Islands; provided, however, that all major decisions of the officers shall be made in Jersey, the Channel Islands. The officers shall be appointed by the Board at its first meeting following the appointment of directors, (except that the initial officers may be named by the Board at its first meeting following such Board’s appointment in the Amended and Restated Articles of Incorporation or as designated by the incorporators) but in the event of the failure of the Board to so appoint any officer, such officer may be elected at any subsequent meeting of the Board. The salaries of officers and any other compensation paid to them shall be fixed from time to time by the Board.

The Board may at any meeting appoint additional officers. Each officer shall hold office until his successor shall have been duly appointed and qualified except in the

event of the earlier termination of his term of office, through death, resignation, removal or otherwise. Any officer may be removed by the Board at any time with or without cause. Any vacancy in an office may be filled for the unexpired position of the term of such office by the Board at any regular or special meeting.

SECTION 5.02. Chief Executive Officer. In the absence of the Chairman of the Board or an appointee of the Board, the Chief Executive Officer of the Corporation shall preside at all meetings of the Board and of the shareholders at which he or she shall be present. The Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or as may be provided by law.

SECTION 5.03. Chief Financial Officer. The Chief Financial Officer shall have general supervision over the care and custody of the funds, securities, and other valuable effects of the Corporation and shall deposit the same or cause the same to be deposited in the name of the Corporation in such depositories as the Board may designate, shall disburse the funds of the Corporation as may be ordered by the Board, shall have supervision over the accounts of all receipts and disbursements of the Corporation, shall, whenever required by the Board, render or cause to be rendered financial statements of the Corporation, shall have the power and perform the duties usually incident to the office of Chief Financial Officer and shall have such powers and perform other duties as may be assigned to him by the Board or Chief Executive Officer.

SECTION 5.04. Secretary. The Secretary shall act as secretary of all meetings of the shareholders and of the Board at which he is present, shall have supervision over the giving and serving of notices of the Corporation, shall be the custodian of the corporate records and of the corporate seal of the Corporation, shall be empowered to affix the corporate seal to those documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized and when so affixed may attest the same, and shall exercise the powers and perform such other duties as may be assigned to him by the Board or the Chief Executive Officer.

SECTION 5.05. Other Officers. Officers other than those treated in Sections 5.02 through 5.04 of this Article V shall exercise such powers and perform such duties as may be assigned to them by the Board or the Chief Executive Officer.

SECTION 5.06. Bond. The Board shall have power to the extent permitted by law to require any officer, agent or employee of the Corporation to give bond for the faithful discharge of his duties in such form and with such surety as the Board may deem advisable.

ARTICLE VI

CERTIFICATES FOR SHARES

SECTION 6.01. Form and Issuance. (a) Every holder of stock in the Corporation shall be entitled to have a certificate in form meeting the requirements of law and approved by the Board that certifies the number of shares owned by him or her in the Corporation. Certificates shall be signed by (i) the Chief Executive Officer or the Chairman of the board and (ii) by the Secretary or any Assistant Secretary or the Chief Financial Officer or any Assistant Financial Officer. These signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employee.

(b) For each class or series of stock that the Corporation shall be authorized to issue, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent each class or series of stock; provided, however, that, except as otherwise required by the Business Corporation Act of the Republic of the Marshall Islands, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each shareholder that so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

SECTION 6.02. Transfer. The Board shall have power and authority to make such rules and regulations as they may deem expedient concerning the issuance, registration and transfer of certificates representing shares of the Corporation’s stock, and may appoint transfer agents and registrars thereof.

SECTION 6.03. Loss of Stock Certificates. The Board may direct a new certificate of stock to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

ARTICLE VII

DIVIDENDS

SECTION 7.01. Declaration and Form. Dividends may be declared in conformity with law by, and at the discretion of, the Board at any regular or special meeting. Dividends may be declared and paid in cash, stock or other property of the Corporation.

ARTICLE VIII

NEGOTIABLE INSTRUMENTS, CONTRACTS, ETC.

SECTION 8.01. Signatures on Checks, Etc. All checks, drafts, bills of exchange, notes or other instruments or orders for the payment of money or evidences of indebtedness shall be signed for or in the name of the Corporation by at least two officers, or an officer and Corporation employee, as the Board may from time to time designate by resolution.

SECTION 8.02. Execution of Contracts. The Chief Executive Officer, the Chief Financial Officer or any vice president, and any other officer or officers that the Board may designate shall have full authority in the name of and on behalf of the Corporation to enter into any contract or execute and deliver any instruments or notes, or other evidences of indebtedness unless such authority shall be limited by the Board to specific instances.

SECTION 8.03. Bank Accounts. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select or as may be selected by any two officers or agents of the Corporation to whom such power may from time to time be delegated by the Board.

ARTICLE IX

INDEMNIFICATION

SECTION 9.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity,

including service with respect to employee benefit plans, against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under these Bylaws, the Corporation's Amended and Restated Articles of Incorporation, any agreement, the Business Corporation Act of the Republic of the Marshall Islands or otherwise.

SECTION 9.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by a Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article IX or otherwise.

SECTION 9.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article IX is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 9.04. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article IX shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these Bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

SECTION 9.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its

request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

SECTION 9.06. Amendment or Repeal. Any repeal or modification of the provisions of this Article IX shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

SECTION 9.07. Other Indemnification and Prepayment of Expenses. This Article IX shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

SECTION 9.08. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer against any liability asserted against such person and incurred by such person in such capacity whether or not the Corporation would have the power to indemnify such person against such liability by law or under the provisions of these Bylaws.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01. Form. The Seal of the Corporation, if any, shall be circular in form, with the name of the Corporation in the circumference and such other appropriate legend as the Board may from time to time determine.

SECTION 10.02. Resignation and Removal of Officers and Directors. Any director or officer of the Corporation may resign as such at any time by giving written notice to the Board or to the Chief Executive Officer or the Secretary of the Corporation, and any member of any committee may resign by giving notice either as aforesaid or to the committee of which he is a member or to the chairman thereof. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 10.03. Fiscal Year. The fiscal year of the Corporation shall be such period of twelve consecutive months as the Board may by resolution designate. Initially, the fiscal year of the Corporation shall end on December 31 of each year.

SECTION 10.04. Amendments. These Bylaws may be amended, added to, altered or repealed, or new Bylaws may be adopted, solely at any regular or special meeting of the Board by the affirmative vote of a majority of the entire Board.

SECTION 10.05. Savings Clause. These Bylaws are subject to the provisions of the Amended and Restated Articles of Incorporation of the Corporation and applicable law. If any provision of these Bylaws is inconsistent with the Business Corporation Act of the Republic of the Marshall Islands, such provision shall be invalid only to the extent of such conflict, and such conflict shall not affect the validity of any other provision of these Bylaws.

Exhibit 4.1

Lock-Up Agreement

, 2005

UBS Securities LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Together with the other Underwriters
named in Schedule A to the Underwriting Agreement
referred to herein

c/o UBS Securities LLC
299 Park Avenue
New York, New York 10171-0026

Ladies and Gentlemen:

This Lock-Up Agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") to be entered into by Double Hull Tankers, Inc. a Marshall Islands corporation (the "Company"), the Selling Stockholder named therein and you and the other underwriters named in Schedule A to the Underwriting Agreement, with respect to the public offering (the "Offering") of common stock, par value $.01 per share, of the Company (the "Common Stock").

In order to induce you to enter into the Underwriting Agreement, the undersigned agrees that, for a period (the "Lock-Up Period") beginning on the date hereof and ending on, and including, the date that is 180 days after the date of the final prospectus relating to the Offering, the undersigned will not, without the prior written consent of UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the "Commission") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder (the "Exchange Act") with respect to, any Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such securities, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii). The foregoing sentence shall not apply to (a) the registration of or sale to the Underwriters (as defined in the Underwriting Agreement) of any

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Common Stock pursuant to the Offering and the Underwriting Agreement, (b) bona fide gifts, provided the recipient thereof agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement or (c) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned, provided that such trust agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement. For purposes of this paragraph, "immediate family" shall mean the undersigned and the spouse, any lineal descendent, father, mother, brother or sister of the undersigned.

In addition, the undersigned hereby waives any rights the undersigned may have to require registration of Common Stock in connection with the filing of a registration statement relating to the Offering. The undersigned further agrees that, for the Lock-Up Period, the undersigned will not, without the prior written consent of UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, make any demand for, or exercise any right with respect to, the registration of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such securities.

Notwithstanding the above, if (a) during the period that begins on the date that is fifteen (15) calendar days plus three (3) business days before the last day of the Lock-Up Period and ends on the last day of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (b) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Lock-Up Agreement shall continue to apply until the expiration of the date that is fifteen (15) calendar days plus three (3) business days after the date on which the issuance of the earnings release or the material news or material event occurs;

In addition, the undersigned hereby waives any and all preemptive rights, participation rights, resale rights, rights of first refusal and similar rights that the undersigned may have in connection with the Offering or with any issuance or sale by the Company of any equity or other securities before the Offering, except for any such rights as have been heretofore duly exercised.

The undersigned hereby confirms that the undersigned has not, directly or indirectly, taken, and hereby covenants that the undersigned will not, directly or indirectly, take, any action designed, or which has constituted or will constitute or might reasonably be expected to cause or result in, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of shares of Common Stock.

* * *

If (i) the Company notifies you in writing that it does not intend to proceed with the Offering, (ii) the registration statement filed with the Commission with respect to the Offering is withdrawn or (iii) for any reason the Underwriting Agreement shall be terminated prior to the "time of purchase"

(as defined in the Underwriting Agreement), this Lock-Up Agreement shall be terminated and the undersigned shall be released from its obligations hereunder.

Yours very truly,

_____

Name:

Exhibit 4.2

REGISTRATION RIGHTS AGREEMENT

by and between

DOUBLE HULL TANKERS, INC.

AND OSG INTERNATIONAL, INC.

Dated as of [•], 2005

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REGISTRATION RIGHTS AGREEMENT, dated as of [•], 2005, by and between Double Hull Tankers, Inc., a Marshall Islands company (the "Company") and OSG International, Inc. a Marshall Islands company (the "Shareholder").

In consideration of the mutual covenants and agreements herein contained and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. CERTAIN DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Affiliate" of any Person means any other Person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Registration Rights Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Registration Rights Agreement as the same may be in effect at the time such reference becomes operative.

"Common Shares" means common shares, par value $0.01 per share, of the Company and any other shares into which such shares are converted pursuant to a recapitalization or reorganization.

"Company" has the meaning set forth in the introductory paragraph.

"Demand Registration" has the meaning set forth in Section 2(a) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Governmental Entity" means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal.

"Holder" means any holder of record of Registrable Common Shares and any transferees of such Registrable Common Shares from such Holders; provided, however, that such transferees must continue to hold at least 5% of the outstanding Common Shares in order to exercise a Demand Registration or a Piggyback Registration (as defined below). For purposes of this Agreement, the Company may deem and treat

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the registered holder of Registrable Common Shares as the Holder and absolute owner thereof, and the Company shall not be affected by any notice to the contrary.

"Initiating Holders" has the meaning set forth in Section 2(a) hereof.

"IPO" means the sale in an underwritten initial public offering registered under the Securities Act of Common Shares.

"Memoranda of Agreement" means the following memoranda of agreement, each dated as of September 20, 2005, between: (i) Ann Tanker Corporation and 1320 Tanker Corporation, for the purchase and sale of the *Overseas Ann*, (ii) Chris Tanker Corporation and 1321 Tanker Corporation for the purchase and sale of the *Overseas Chris*, (iii) Regal Unity Tanker Corporation and Regency Tankers Corporation, for the purchase and sale of the *Regal Unity*, (iv) Cathy Tanker Corporation and Tenth Aframax Corporation, for the purchase and sale of the *Overseas Cathy*, (v) Sophie Tanker Corporation and Ninth Aframax Tanker Corporation, for the purchase and sale of the *Overseas Sophie*, (vi) Rebecca Tanker Corporation and Third Aframax Corporation, for the purchase and sale of the *Rebecca* and (vii) Ania Tanker Corporation and Sargasso Tanker Corporation, for the purchase and sale of the *Ania*.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or any other entity.

"Piggyback Registration" has the meaning set forth in Section 3(a).

"Prospectus" means the prospectus or prospectuses included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Common Shares covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"Registrable Common Shares" means the Common Shares delivered to the Shareholder or affiliates of the Shareholder pursuant to the Memoranda of Agreement together with any shares the Shareholder owns on the date of the IPO; provided, however, Registrable Common Shares shall not include any securities sold by a Person to the public either pursuant to a Registration Statement or Rule 144.

"Registration Expenses" has the meaning set forth in Section 6(a).

"Registration Statement" means any registration statement of the Company which covers any of the Registrable Common Shares pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all materials incorporated by reference in such Registration Statement.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shareholder" has the meaning set forth in the introductory paragraph.

"Suspension Notice" has the meaning set forth in Section 5(f) hereof.

"underwritten registration or underwritten offering" means a registration in which securities of the Company are sold to underwriters for reoffering to the public.

"Withdrawn Demand Registration" has the meaning set forth in Section 2(g) hereof.

2. DEMAND REGISTRATIONS.

(a) Right to Request Registration. At any time 180 days following the IPO, any Holder or Holders may request registration under the Securities Act ("Initiating Holders") of all or part of the Registrable Common Shares ("Demand Registration"); provided, that (i) any time such Holder Demand Registration must cover an amount of Registrable Common Shares held by such Holder that is greater than or equal to 5% of the Company's outstanding common shares.

Within 10 days after receipt of any such request for Demand Registration, the Company shall give written notice of such request to all other Holders of Registrable Common Shares and shall, subject to the provisions of Section 2(d) hereof, include in such registration all such Registrable Common Shares with respect to which the Company has received written requests for inclusion therein within 15 days after the receipt of the Company's notice.

(b) Number of Demand Registrations. Subject to the provisions of Section 2(a), the Initiating Holders of Registrable Common Shares shall collectively be entitled to request an aggregate of three (3) Demand Registrations. A registration shall not count as one of the permitted Demand Registrations (i) until it has become effective, (ii) if the Initiating Holders requesting such registration are not able to register at least 50% of the Registrable Common Shares requested by such Initiating Holder to be included in such registration or (iii) in the case of a Demand Registration that would be the last permitted Demand Registration requested hereunder, if the Initiating Holder requesting such registration is not able to register all of the Registrable Common Shares requested to be included by such Initiating Holder in such registration.

(c) Priority on Demand Registrations. Except as provided in Section 2(g), the Company shall not include in any Demand Registration any securities which are not Registrable Common Shares without the written consent of the Holders of a majority of the shares of Registrable Common Shares to be included in such registration, or, if such Demand Registration is an underwritten offering, without the written consent of the managing underwriters. If the managing underwriters of the requested Demand Registration advise the Company in writing that in their opinion the number of shares of Registrable Common Shares proposed to be included in any such registration exceeds the number of securities which can be sold in such offering and/or that the number of shares

of Registrable Common Shares proposed to be included in any such registration would adversely affect the price per share of the Company's equity securities to be sold in such offering, the Company shall include in such registration only the number of shares of Registrable Common Shares which in the opinion of such managing underwriters can be sold. If the number of shares which can be sold is less than the number of shares of Registrable Common Shares proposed to be registered, the amount of Registrable Common Shares to be so sold shall be allocated pro rata among the Holders of Registrable Common Shares desiring to participate in such registration on the basis of the amount of such Registrable Common Shares initially proposed to be registered by such Holders. If the number of shares which can be sold exceeds the number of shares of Registrable Common Shares proposed to be sold, such excess shall be allocated pro rata among the other holders of securities, if any, desiring to participate in such registration based on the amount of such securities initially requested to be registered by such holders or as such holders may otherwise agree.

(d) Restrictions on Demand Registrations. The Company shall not be obligated to effect any Demand Registration within three months after the effective date of a previous Demand Registration, or a previous registration under which the Initiating Holders had piggyback rights pursuant to Section 3 hereof wherein the Initiating Holders were permitted to register, and actually sold, at least 50% of the shares of Registrable Common Shares requested to be included therein. The Company may postpone for up to ninety (90) days the filing or the effectiveness of a Registration Statement for a Demand Registration if, based on the good faith judgment of the Company's board of directors, such postponement or withdrawal is necessary in order to avoid premature disclosure of a matter the board has determined would not be in the best interest of the Company to be disclosed at such time; provided, however, that in no event shall the Company withdraw a Registration Statement after such Registration Statement has been declared effective; and provided, further, however, that in the event described above, the Initiating Holders requesting such Demand Registration shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations. The Company shall provide written notice to the Initiating Holders requesting such Demand Registration of (x) any postponement or withdrawal of the filing or effectiveness of a Registration Statement pursuant to this Section 2(d), (y) the Company's decision to file or seek effectiveness of such Registration Statement following such withdrawal or postponement and (z) the effectiveness of such Registration Statement. The Company may defer the filing of a particular Registration Statement pursuant to this Section 2(d) only once during any twelve-month period.

(e) Selection of Underwriters. If any of the Registrable Common Shares covered by a Demand Registration are to be sold in an underwritten offering, the Initiating Holders shall have the right to select the managing underwriter(s) to administer the offering subject to the approval of the Company, which will not be unreasonably withheld.

(f) Other Registration Rights. The Company shall not grant to any Person the right, other than as set forth herein, to request the Company to register any securities of the Company except such rights as are not more favorable than or inconsistent with the

rights granted to the Holders herein. In the event the Company grants rights which are more favorable, the Company will make such provisions available to the Holders and will enter into any amendments necessary to confer such rights on the Holders.

(g) Effective Period of Demand Registrations. After any Demand Registration filed pursuant to this Agreement has become effective, the Company shall use its best efforts to keep such Demand Registration effective for a period equal to 180 days from the date on which the SEC declares such Demand Registration effective (or if such Demand Registration is not effective during any period within such 180 days, such 180-day period shall be extended by the number of days during such period when such Demand Registration is not effective), or such shorter period which shall terminate when all of the Registrable Common Shares covered by such Demand Registration have been sold pursuant to such Demand Registration. If the Company shall withdraw any Demand Registration pursuant to Section 2(d) (a "Withdrawn Demand Registration"), the Initiating Holders of the Registrable Common Shares remaining unsold and originally covered by such Withdrawn Demand Registration shall be entitled to a replacement Demand Registration which (subject to the provisions of this Section 2) the Company shall use its best efforts to keep effective for a period commencing on the effective date of such Demand Registration and ending on the earlier to occur of the date (i) which is 180 days from the effective date of such Demand Registration and (ii) on which all of the Registrable Common Shares covered by such Demand Registration have been sold. Such additional Demand Registration otherwise shall be subject to all of the provisions of this Agreement.

3. PIGGYBACK REGISTRATIONS.

(a) Right to Piggyback. If at any time following the IPO the Company proposes to register any of its common equity securities under the Securities Act (other than a registration statement on Form S-8 or on Form F-4 or any similar successor forms thereto), whether for its own account or for the account of one or more shareholders of the Company, and the registration form to be used may be used for any registration of Registrable Common Shares (a "Piggyback Registration"), the Company shall give prompt written notice (in any event within 10 days after its receipt of notice of any exercise of other demand registration rights) to all Holders of its intention to effect such a registration and, subject to Sections 3(b) and 3(c), shall include in such registration all Registrable Common Shares with respect to which the Company has received written requests for inclusion therein within 15 days after the receipt of the Company's notice. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering and/or that the number of shares of Registrable Common Shares proposed to be included in any such registration would adversely affect the price per share of the Company's equity securities to be sold in such offering, the Company shall include in

such registration (i) first, the securities the Company proposes to sell, (ii) second, the Registrable Common Shares requested to be included therein by the Holders, pro rata among the Holders of such Registrable Common Shares on the basis of the number of shares requested to be registered by such Holders, and (iii) third, other securities requested to be included in such registration pro rata among the holders of such securities on the basis of the number of shares requested to be registered by such holders or as such holders may otherwise agree.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of a holder of the Company's securities other than Registrable Common Shares, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering and/or that the number of shares of Registrable Common Shares proposed to be included in any such registration would adversely affect the price per share of the Company's equity securities to be sold in such offering, the Company shall include in such registration (i) first the securities requested to be included therein by the holders requesting such registration and the Registrable Common Shares requested to be included in such registration, pro rata among the holders of such securities on the basis of the number of shares requested to be registered by such holders, and (ii) second, other securities requested to be included in such registration pro rata among the holders of such securities on the basis of the number of shares requested to be registered by such holders or as such holders may otherwise agree.

(d) Selection of Underwriters. If any Piggyback Registration is an underwritten primary offering, the Company shall have the right to select the managing underwriter or underwriters to administer any such offering.

(e) Other Registrations. If the Company has previously filed a Registration Statement with respect to Registrable Common Shares, and if such previous registration has not been withdrawn or abandoned, the Company shall not be obligated to cause to become effective any other registration of any of its securities under the Securities Act, whether on its own behalf or at the request of any holder or holders of such securities, until a period of at least three months has elapsed from the effective date of such previous registration.

4. HOLDBACK AGREEMENTS.

(a) The Company agrees not to effect any sale or distribution of any of its equity securities during the 10 days prior to and during the 180 days beginning on the effective date of any underwritten Demand Registration or any underwritten Piggyback Registration (except as part of such underwritten registration or pursuant to registrations on Form S-8 or F-4 or any successor forms thereto) unless the underwriters managing the offering otherwise agree to a shorter period.

5. REGISTRATION PROCEDURES.

(a) Whenever the Holders request that any Registrable Common Shares be registered pursuant to this Agreement, the Company shall use its best efforts to effect the registration and the sale of such Registrable Common Shares in accordance with the intended methods of disposition thereof, and pursuant thereto the Company shall as expeditiously as possible:

(i) prepare and file with the SEC a Registration Statement with respect to such Registrable Common Shares and use its best efforts to cause such Registration Statement to become effective as soon as practicable thereafter; and before filing a Registration Statement or Prospectus or any amendments or supplements thereto, furnish to the Holders of Registrable Common Shares covered by such Registration Statement and the underwriter or underwriters, if any, copies of all such documents proposed to be filed, including documents incorporated by reference in the Prospectus and, if requested by such Holders, the exhibits incorporated by reference, and such Holders shall have the opportunity to object to any information pertaining to such Holders that is contained therein and the Company will make the corrections reasonably requested by such Holders with respect to such information prior to filing any Registration Statement or amendment thereto or any Prospectus or any supplement thereto;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than 180 days, in the case of a Demand Registration or such shorter period as is necessary to complete the distribution of the securities covered by such Registration Statement and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Common Shares such number of copies of such Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus) and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Common Shares owned by such seller;

(iv) use its best efforts to register or qualify such Registrable Common Shares under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Common Shares owned by such seller (provided, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (d), (ii) subject itself to taxation in

any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(v) notify each seller of such Registrable Common Shares, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Common Shares, such Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(vi) in the case of an underwritten offering, enter into such customary agreements (including underwriting agreements in customary form with customary indemnification provisions) and take all such other actions as the Holders of a majority of the Registrable Common Shares being sold or the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Common Shares (including, without limitation, making members of senior management of the Company available to participate in, and cause them to cooperate with the underwriters in connection with, “road-show” and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Common Shares)) and cause to be delivered to the underwriters and the sellers, if any, opinions of counsel to the Company in customary form, covering such matters as are customarily covered by opinions for an underwritten public offering as the underwriters may request and addressed to the underwriters and the sellers;

(vii) make available, for inspection by any seller of Registrable Common Shares, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company’s officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(viii) use its best efforts to cause all such Registrable Common Shares to be listed on each securities exchange on which securities of the same class issued by the Company are then listed;

(ix) if requested, cause to be delivered, immediately prior to the effectiveness of the Registration Statement (and, in the case of an underwritten offering, at the time of delivery of any Registrable Common Shares sold pursuant thereto), letters from the Company’s independent certified public accountants addressed to each selling Holder (unless such selling Holder does not provide to

such accountants the appropriate representation letter required by rules governing the accounting profession) and each underwriter, if any, stating that such accountants are independent public accountants within the meaning of the Securities Act and the applicable rules and regulations adopted by the SEC thereunder, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by letters of the independent certified public accountants delivered in connection with primary or secondary underwritten public offerings, as the case may be;

(x) make generally available to its shareholders a consolidated earnings statement (which need not be audited) for the 12 months beginning after the effective date of a Registration Statement as soon as reasonably practicable after the end of such period, which earnings statement shall satisfy the requirements of an earning statement under Section 11(a) of the Securities Act; and

(1) promptly notify each seller of Registrable Common Shares and the underwriter or underwriters, if any:

(2) when the Registration Statement, any pre-effective amendment, the Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment,

when the same has become effective;

(3) of any comments of the SEC or of any written request by the SEC for amendments or supplements to the Registration Statement or Prospectus;

(4) of the notification to the Company by the SEC of its initiation of any proceeding with respect to the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement; and

(5) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Common Shares for sale under the applicable securities or blue sky laws of any jurisdiction.

(b) The Company shall ensure that no Registration Statement (including any amendments or supplements thereto and Prospectuses contained therein) shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein not misleading (except, with respect to any Holder, for an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance on and in conformity with written information furnished to the Company by or on behalf of such Holder specifically for use therein).

(c) The Company shall make available to each Holder whose Registrable Common Shares are included in a Registration Statement (i) promptly after the same is

prepared and publicly distributed, filed with the SEC, or received by the Company, one copy of each Registration Statement and any amendment thereto, each preliminary Prospectus and Prospectus and each amendment or supplement thereto, each letter written by or on behalf of the Company to the SEC or the staff of the SEC (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), and each item of correspondence from the SEC or the staff of the SEC (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary Prospectus, and all amendments and supplements thereto and such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Common Shares owned by such Holder. The Company will promptly notify each Holder by facsimile of the effectiveness of each Registration Statement or any post-effective amendment. The Company will promptly respond to any and all comments received from the SEC, with a view towards causing each Registration Statement or any amendment thereto to be declared effective by the SEC as soon as practicable and shall file an acceleration request as soon as practicable following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that any such Registration Statement or any amendment thereto will not be subject to review.

(d) At all times after the Company has filed a registration statement with the SEC pursuant to the requirements of either the Securities Act or the Exchange Act, the Company shall file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder, and take such further action as any Holders may reasonably request, all to the extent required to enable such Holders to be eligible to sell Registrable Common Shares pursuant to Rule 144 (or any similar rule then in effect).

(e) The Company may require each seller of Registrable Common Shares as to which any registration is being effected to furnish to the Company any other information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing.

(f) Each seller of Registrable Common Shares agrees by having its shares treated as Registrable Common Shares hereunder that, upon notice of the happening of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any material fact necessary to make the statements therein not misleading (a "Suspension Notice"), such seller will forthwith discontinue disposition of Registrable Common Shares for a reasonable length of time not to exceed 60 days until such seller is advised in writing by the Company that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by Section 5(e) hereof, and, if so directed by the Company, such seller will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such seller's possession, of the Prospectus covering such Registrable Common Shares current at the time of receipt of such notice;

provided, however, that such postponement of sales of Registrable Common Shares by the Holders shall not exceed ninety (90) days in the aggregate in any one year. If the Company shall give any notice to suspend the disposition of Registrable Common Shares pursuant to a Prospectus, the Company shall extend the period of time during which the Company is required to maintain the Registration Statement effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date such seller either is advised by the Company that the use of the Prospectus may be resumed or receives the copies of the supplemented or amended Prospectus contemplated by Section 5(e). In any event, the Company shall not be entitled to deliver more than three (3) Suspension Notices in any one year.

6. REGISTRATION EXPENSES.

(a) All expenses incident to the Company's performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, listing application fees, printing expenses, transfer agent's and registrar's fees, cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto, and fees and disbursements of counsel for the Company and all independent certified public accountants and other Persons retained by the Company (but not including any underwriting discounts or commissions attributable to the sale of Registrable Common Shares or fees and expenses of counsel representing the Holders of Registrable Common Shares) (all such expenses being herein called "Registration Expenses"), relating to Demand Registrations shall be borne by the Holders participating in the Demand Registration in which such excess Registration Expenses are incurred with such Holders paying their portion of such excess Registration Expenses on a pro rata basis. All Registration Expenses relating to Piggyback Registrations shall be borne on a pro rata basis between the Holders and the Company based on the number of shares being registered by each party in the offering. In a Piggyback Registration, the Company shall pay its internal expenses (including,

without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which they are to be listed.

(b) The obligation of the Company to bear the expenses described in Section 6(a) shall apply irrespective of whether a registration, once properly demanded, if applicable, becomes effective, is withdrawn or suspended, is converted to another form of registration and irrespective of when any of the foregoing shall occur; provided, however, that Registration Expenses for any Registration Statement withdrawn solely at the request of a Holder of Registrable Common Shares (unless withdrawn following postponement of filing by the Company in accordance with Section 2(d)(i) or (ii)) or any supplements or amendments to a Registration Statement or Prospectus resulting from a misstatement furnished to the Company by a Holder shall be borne by such Holder.

7. INDEMNIFICATION.

(a) The Company shall indemnify, to the fullest extent permitted by law, each Holder, its officers, directors and Affiliates and each Person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses arising out of or based upon any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or any violation or alleged violation by the Company of the Securities Act, the Exchange Act or applicable "blue sky" laws, except insofar as the same are made in reliance and in conformity with information relating to such Holder furnished in writing to the Company by such Holder expressly for use therein or caused by such Holder's failure to deliver to such Holder's immediate purchaser a copy of the Registration Statement or Prospectus or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such Holder with a sufficient number of copies of the same. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders.

(b) In connection with any Registration Statement in which a Holder of Registrable Common Shares is participating, each such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, shall indemnify, to the fullest extent permitted by law, the Company, its officers, directors Affiliates, and each Person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses arising out of or based upon any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that the same are made in reliance and in conformity with information relating to such Holder furnished in writing to the Company by such Holder expressly for use therein or caused by such Holder's failure to deliver to such Holder's immediate purchaser a copy of the Registration Statement or Prospectus or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such Holder with a sufficient number of copies of the same; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders and the liability of each such Holder shall be in proportion to and limited to the net amount received by such Holder from the sale of Registrable Common Shares pursuant to such Registration Statement.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification, provided that the failure to notify the indemnifying party shall not

relieve the indemnifying party from any liability that it may have under this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to an indemnified party otherwise than under this Section 7 and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

(e) If the indemnification provided for in or pursuant to this Section 7 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying party on the one hand and of the indemnified Person on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and by such party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In no event shall the liability of any selling Holder be greater in amount than the amount of net proceeds received by such Holder upon such sale or the amount for which such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided for under Section 7(a) or 7(b) hereof had been available under the circumstances.

8. PARTICIPATION IN UNDERWRITTEN REGISTRATIONS.

No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

9. RULE 144.

The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder, and it will take such further action as any Holder may reasonably request to make available adequate current public information with respect to the Company meeting the current public information requirements of Rule 144(c) under the Securities Act, to the extent required to enable such Holder to sell Registrable Common Shares without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such information and requirements.

10. MISCELLANEOUS.

(a) Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be hand delivered or mailed postage prepaid by registered or certified mail or by facsimile transmission (with immediate telephone confirmation thereafter),

If to the Company:

Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Phone No.: 44 (0) 1534 639759

If to OSG International, Inc.:

c/o Overseas Shipholding Group, Inc.
666 Third Avenue
New York, NY 10017
Attention: James I. Edelson
Facsimile No.: (212) 578-1832

If to a transferee Holder, to the address of such Holder set forth in the transfer documentation provided to the Company;

in each case with copies to (which shall not constitute notice):

Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, New York 10019
Attention: John T. Gaffney, Esq.
Facsimile No.: (212) 765-8783

or at such other address as such party each may specify by written notice to the others, and each such notice, request, consent and other communication shall for all purposes of the Agreement be treated as being effective or having been given when delivered personally, upon receipt of facsimile confirmation if transmitted by facsimile, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and postage prepaid as aforesaid.

(b) No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Expenses. Except as otherwise provided for herein or otherwise agreed to in writing by the parties, all costs and expenses incurred in connection with the preparation of this Agreement shall be paid by the Company.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, it being understood that subsequent Holders of the Registrable Common Shares are intended third party beneficiaries of this Agreement. In particular, Holders shall have the right to assign its rights under this Agreement in connection with the transfer of their Common Shares.

(e) Governing Law. The internal laws, and not the laws of conflicts (other than Section 5-1401 of the General Obligations Law of the State of New York), of New York shall govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

(f) Jurisdiction. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the County and State of New York, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any

such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10(a) shall be deemed effective service of process on such party.

(g) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts (including by facsimile) and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

(i) Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

(j) Captions. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any provision of this Agreement.

(k) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(l) Amendments. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the prior written consent of the holders of a majority of the Registrable Common Shares (as constituted on the date hereof); provided, however, that without a Holder's written

consent no such amendment, modification, supplement or waiver shall affect adversely such Holder's rights hereunder in a discriminatory manner inconsistent with its adverse effects on rights of other Holders hereunder (other than as reflected by the different number of shares held by such Holder); provided, further, that the consent or agreement of the Company shall be required with regard to any termination, amendment, modification or supplement of, or waivers or consents to departures from, the terms hereof, which affect the Company's obligations hereunder. This Agreement cannot be changed, modified, discharged or terminated by oral agreement.

(m) Aggregation of Shares. All Registrable Common Shares held by or acquired by any Affiliated Persons will be aggregated together for the purpose of determining the availability of any rights under this Agreement.

(n) Equitable Relief. Without limiting the remedies available, the parties hereto acknowledge that any failure by the Company to comply with its obligations under this Agreement will result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder shall have the right to obtain such relief as may be required to specifically enforce the Company's obligations under this Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF, this Registration Rights Agreement has been duly executed by each of the parties hereto as of the date first written above.

DOUBLE HULL TANKERS, INC.

by

_____

Name:
Title:

OSG INTERNATIONAL, INC.

by

Name:
Title:

Exhibit 5.1

REEDER & SIMPSON P.C.

P.O. Box 601
RRE Commercial Center
Majuro, MH 96960

Telephone: 011-692-625-3602
Facsimile: 011-692-625-3603
Email: dreeder@ntamar.net
simpson@otenet.gr

[ ], 2005

Ladies and Gentlemen:

Re: Double Hull Tankers, Inc. (the "Company")

We are licensed to practice law in the Republic of the Marshall Islands (the "RMI"), under Bar Certificate No. 80, and are a member in good standing of the Bar of the RMI. We are acting as special RMI counsel for the Company in connection with the registration statement on Form F-1, as amended (Registration No. 333-) (the "Registration Statement"), filed with the United States Securities and Exchange Commission (the "Commission"), under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration of shares of Common Stock, par value US$0.01 per share (the "Common Stock"), of the Company, covering the offering and sale by the Company of shares (the "Primary Shares"), and, if exercised, the offering and sale by OSG International, Inc., a corporation (the "Selling Stockholder"), of additional shares (the "Additional Shares"), to the underwriters (the "Underwriters"), pursuant to the terms of the underwriting agreement (the "Underwriting Agreement"), to be executed by the Company, USB Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Selling Stockholder.

In connection with this opinion, we have examined originals, facsimiles or electronic versions, certified or otherwise identified to our satisfaction, of the Registration Statement and the exhibits attached thereto and such other documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including, without limitation, a specimen certificate representing the Common Stock and resolutions adopted by the board of directors of the Company on , 2005. We have also made such examinations of matters of law as we deemed necessary in connection with the opinions expressed herein.

We express no opinion as to matters governed by, or the effect or applicability of any laws of any jurisdiction other than the laws of the RMI which are in effect as of the date hereof. This opinion speaks as of the date hereof, and it should be recognized that changes may occur after the date of this letter which may effect the opinions set forth herein. We assume no obligation to advise the parties, their counsel, or any other party seeking to rely upon this opinion, of any such changes, whether or not material, or of any other matter which may hereinafter be brought to our attention.

Based upon and subject to the assumptions, qualifications and limitations herein, we are of the opinion that:

1. The Primary Shares have been duly and validly authorized and, when issued and delivered by the Company, and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be validly issued and fully paid and non-assessable.

2. The Additional Shares have been duly and validly authorized and, when issued and delivered by the Company to the Selling Shareholder (and when subsequently delivered to the Underwriters in accordance with the terms of the Underwriting Agreement), will be validly issued and fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Sincerely,

Dennis Reeder

Exhibit 8.1

[Letterhead of]

CRAVATH, SWAINE & MOORE LLP
[New York Office]

[•], 2005

Ladies and Gentlemen:

We have acted as special United States counsel to Double Hull Tankers, Inc., a company incorporated under the laws of the Marshall Islands (the "Company"), in connection with the registration by the Company of up to [•] common shares, par value $0.01 per share (the "Shares"), [•] Shares of which are being sold by the Company and up to [•] Shares of which are being sold by the selling stockholder named therein, under the Securities Act of 1933, as amended (the "Securities Act"), on a Registration Statement on Form F-1 filed with the Securities and Exchange Commission (the "Commission") (File No. 333-[•]), and all amendments thereto (such registration statement, as so amended, being hereinafter referred to as the "Registration Statement").

In rendering our opinion, we have reviewed the Registration Statement and have examined such records, representations, documents, certificates or other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. In this examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, or photostatic copies, and the authenticity of the originals of such copies. In making our examination of documents executed, or to be executed, by the parties indicated therein, we have assumed that each party, including the Company, is duly organized and existing under the laws of the applicable jurisdiction of its organization and had, or will have, the power, corporate or other, to enter into and perform all obligations thereunder, and we have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by each party indicated in the documents and that such documents constitute, or will constitute, valid and binding obligations of each party.

In rendering our opinion, we have considered the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), regulations promulgated thereunder by the U.S. Department of Treasury (the "Regulations"), pertinent judicial authorities, rulings of the U.S. Internal Revenue Service, and such other authorities as we have considered relevant, in each case as in effect on the date hereof. It should be noted that the Code, Regulations, judicial decisions, administrative interpretations and other authorities are subject to change at any time, possibly with retroactive effect. It should also be noted that (as discussed in the Registration Statement) there is no direct legal authority addressing certain of the issues relevant to our opinion – in particular, the issue regarding whether the Company is currently a passive foreign investment company.. A material change in any of the materials or authorities upon which our opinion is based could affect the conclusions set forth herein. There can be no assurance, moreover, that any opinion expressed herein will be accepted by the Internal Revenue Service, or if challenged, by a court.

Based upon the foregoing, although the discussion in the Registration Statement under the heading "Tax Considerations – United States Federal Income Taxation of our Company" does not purport to discuss all possible United States federal income tax consequences of the acquisition, ownership and disposition of the Shares, we hereby confirm that the statements of law (including the qualifications thereto) under such heading represent our opinion of the material United States federal income tax consequences of the acquisition, ownership and disposition of the Shares, subject to certain assumptions expressly described in the Registration Statement under such heading.

We express no other opinion, except as set forth above. We disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or subsequent changes in applicable law. Any changes in the facts set forth or assumed herein may affect the conclusions stated herein.

We hereby consent to the filing of this opinion with the Commission as Exhibit 8.1 to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

Cravath, Swaine & Moore LLP

Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands

Exhibit 10.1

$401,000,000

CREDIT AGREEMENT

Dated as of October [•], 2005

Among

DOUBLE HULL TANKERS, INC.

as Borrower,

ANIA AFRAMAX CORPORATION
ANN TANKER CORPORATION
CATHY TANKER CORPORATION
CHRIS TANKER CORPORATION
REBECCA TANKER CORPORATION
REGAL UNITY TANKER CORPORATION
SOPHIE TANKER CORPORATION

and the Additional Guarantors party hereto from time to time,

as Guarantors,

and

THE ROYAL BANK OF SCOTLAND PLC

as Lender

CREDIT AGREEMENT dated as of October [•], 2005 (as such may be amended, supplemented (including, without limitation, by way of each Credit Agreement Supplement executed and delivered from time to time, or otherwise modified, this "Agreement") among (i) DOUBLE HULL TANKERS, INC., a Marshall Islands corporation (the "Borrower"), (ii) ANIA AFRAMAX CORPORATION, ANN TANKER CORPORATION, CATHY TANKER CORPORATION, CHRIS TANKER CORPORATION, REBECCA TANKER CORPORATION, REGAL UNITY TANKER CORPORATION and SOPHIE TANKER CORPORATION, each a Marshall Islands corporation (collectively, the "Initial Guarantors"), and the Additional Guarantors party hereto from time to time, and (iii) THE ROYAL BANK OF SCOTLAND PLC, as Lender (the "Lender").

PRELIMINARY STATEMENTS:

1. The Borrower has requested that the Lender advance an aggregate amount of up to $401,000,000 to the Borrower in order (a) together with the proceeds of the IPO, to assist in the financing of the Initial Vessels, (b) to provide working capital in an amount up to $15,000,000, and (c) to finance all or a portion of the purchase price of Additional Vessels.

2. The Initial Guarantors have agreed, in order to induce the Lender to make such amounts available to the Borrower hereunder, to guarantee all of the obligations of the Borrower under this Agreement, the Notes and the other Loan Documents.

3. The Lender has agreed to make available a term loan and revolving credit facility in the initial aggregate principal amount of up to $401,000,000 to the Borrower upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Account Charge" means the deed containing, among other things, a first priority account charge made or to be made by the Borrower in favor of the Lender in respect of the Operating Account and in substantially the form of Exhibit C (as amended from time to time in accordance with its terms).

"Accounting Information" means the quarterly financial statements and/or the annual audited financial statements to be provided by the Borrower and OSG to the Lender in accordance with Section 6.01(h).

"Accounting Period" means each consecutive period of approximately three months (ending on the last day in March, June, September and December of each year) for which quarterly Accounting Information is required to be delivered in accordance with Section 6.01(h).

"Additional Guarantor" means any wholly-owned Subsidiary of the Borrower formed under the laws of the Republic of the Marshall Islands that (i) is acceptable to the Lender in its sole and absolute discretion, and (ii) shall execute and deliver to the Lender a Credit Agreement Supplement.

"Additional Vessel" means any double hull tanker (other than an Initial Vessel) which the Borrower notifies to the Lender pursuant to Section 2.02 as a vessel which the Borrower wishes to finance or purchase with the assistance of an Advance of Tranche C, and which the Lender, in its sole and absolute discretion, shall notify to the Borrower as being acceptable to the Lender, in accordance with Section 2.02, and which is or is to be registered in the ownership of a Guarantor under the laws and flag of the Marshall Islands or another flag acceptable to the Lender, and everything belonging to such vessel; and "Additional Vessels" means, collectively, all such vessels approved by the Lender in accordance with Section 2.02.

"Advance" has the meaning specified in Section 2.01 hereof.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a Person means the possession, direct or indirect, of the power to vote 50% or more of the voting stock, membership or partnership interests, or other similar interests of such Person or to direct or cause direction of the management and policies of such Person, whether

through the ownership of voting stock, membership or partnership interests, or other similar interests, by contract or otherwise.

"Agreement" has the meaning specified in the recital hereto.

"Applicable Margin" means, in the case of Tranche A and Tranche B, seven tenths of one percent (0.70%) per annum and, in the case of Tranche C, eighty-five hundredths of one percent (0.85%) per annum.

"Approved Broker" means, as the context may require, any of H. Clarkson & Company, Galbraiths Limited, Braemar Seascope, P.F. Bassoe AS, R.S. Platou Shipbrokers a.s., Fearnleys A/S, Jacq. Pierot Jr. & Sons, Inc. and Compass Maritime Services, LLCor such other independent London based sale and purchase ship broker as may from time to time be appointed by the Lender.

"Approved Manager" means a direct or indirect wholly-owned subsidiary of OSG or any other company approved by the Lender from time to time as the manager of a Vessel, which approval shall not unreasonably be withheld.

"Approved Manager's Undertakings" means each of the undertakings made or to be made by an Approved Manager in favor of the Lender in respect of a Vessel and in substantially the form of Exhibit I (as amended from time to time in accordance with its terms).

"Assignments of Earnings" means each of the first priority assignments of earnings made or to be made by a Guarantor in favor of the Lender in respect of a Vessel and in substantially the form of Exhibit F (as amended from time to time in accordance with its terms).

"Assignments of Insurances" means each of the first priority assignments of insurances made or to be made by a Guarantor in favor of the Lender in respect of a Vessel and in substantially the form of Exhibit G (as amended from time to time in accordance with its terms).

"Availability Date" means the date on which all the conditions precedent specified in Sections 3.01, 3.02 and, to the extent applicable, 3.04 hereof have been satisfied (in the opinion of the Lender) in full or waived and the first Advance is drawndown under this Agreement and shall in no event be later

than [ ], 2005 unless the Lender otherwise agrees in its sole and absolute discretion.

"Borrower" has the meaning specified in the recital hereof.

"Business Day" means a day of the year on which dealings are carried on in the London interbank market and banks are open for business in both London and in New York City.

"Charter Hire Guarantees" means each of those certain time charter payment guaranties given or to be given by OSG to each of the Guarantors, each such guarantee to be in form and substance acceptable to the Lender.

"Charter Hire Guarantee Assignments" means each of the assignments in respect of the Charter Hire Guarantees made or to be made by the relevant Guarantor in favor of the Lender and in substantially the form of Exhibit H (as amended from time to time in accordance with its terms).

"Charters" means any and all of the separate time charter contracts entered into or to be entered into by and between the Charterer and each Guarantor in respect of such Guarantor's Vessel, which Charters shall be non-cancelable by the Charterer (other than upon the sale or Total Loss of the subject Vessel or as otherwise provided in the Borrower's registration statement on Form F-1 as filed with the Securities and Exchange Commission on [•], 2005) and otherwise shall be as described in such registration statement.

"Charterer(s)" means each of the indirect wholly-owned subsidiaries of OSG described in Schedule II hereto or which charters an Additional Vessel.

"Classification Society" means in respect of any Vessel, American Bureau of Shipping, Bureau Veritas, Det norske Veritas, Germanischer Lloyd, Lloyd's Register of Shipping, Nippon Kaiji Kyokai or, in any case, such other classification society as is selected by the Borrower with the prior consent of the Lender.

"Collateral" means all "Collateral" referred to in the Collateral Documents and all other property that is or is intended to be subject to any Lien in favor of the Lender.

"Collateral Documents" means (a) this Agreement (where the context so admits), (b) the Account Charge, (c) the Master Agreement Security Deed, (d) the Mortgages, (e) the Assignments of Earnings, (f) the Assignments of Insurances, (g) the Charter Hire Guarantee Assignments, (h) the Approved Manager's Undertakings, and (i) any other document that provides for the guarantee of the obligations of any Obligor under any Loan Document or that creates, or purports to create, a Lien in favor of, or for the benefit of, the Lender to secure the obligations of any Obligor under or in connection with this Agreement.

"Commitment" means, at any time, the maximum sum available to be advanced at such time by the Lender to the Borrower pursuant to Section 2.01 of this Agreement, as such amount may be reduced from time to time pursuant to Sections 2.05, 2.10, 2.11 or 8.01 hereof.

"Consent[s] of OSG" means the consents of OSG to each of the Charter Hire Guarantee Assignments, in substantially the form set out in Exhibit H.

"Commitment Period" has the meaning specified in Section 2.01.

"Commitment Termination Date" means (i) [ ], 2005, in the case of Tranche A, and the tenth anniversary of the date of the drawdown of the first Advance, in the case of both Tranche B and Tranche C, or, if any such day is not a Business Day, the next succeeding Business Day, provided that, if such succeeding Business Day would fall in the next following calendar month, the Commitment Termination Date shall be the immediately preceding Business Day, or (ii) such earlier day as the Commitment shall have been canceled in full pursuant to the provisions of this Agreement.

"Credit Agreement Supplement" means a supplement to this Agreement made or to be made by an Additional Guarantor by which it becomes a Guarantor hereunder, substantially the form of Exhibit J (as amended from time to time in accordance with its terms).

"Debt" means in relation to any member of the Group (the "debtor"):

(a) Financial Indebtedness of the debtor;

(b) liability for any credit to the debtor from a supplier of goods or services or under any installment purchase or payment plan or other similar arrangement;

(c) contingent liabilities of the debtor (including without limitation any taxes or other payments under dispute) which have been or, under GAAP, should be recorded in the notes to the Accounting Information with respect to the Borrower;

(d) deferred tax of the debtor; and

(e) liability under a guarantee, indemnity or similar obligation entered into by the debtor in respect of a liability of another Person who is not a member of the Group which would fall within (a) to (d) if the references to the debtor referred to the other Person.

"Default" means any Event of Default or any event that would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

"Dollars" and the sign "$" each means lawful money of the United States.

"Drawdown Date" means each requested date for the borrowing of an Advance, which shall not be later than the relevant Commitment Termination Date.

"Early Termination Date" has the meaning ascribed thereto in Section 14 of the Master Agreement.

"Environmental Action" means any administrative, regulatory or judicial action, suit, demand, demand letter, claim, notice of non-compliance or violation, investigation, proceeding, consent order or consent agreement based upon or arising out of any Environmental Law including without limitation (a) any claim by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions, or fines, penalties or damages pursuant to any Environmental Law, and (b) any claim by any third party seeking damages, contribution, or injunctive relief arising from alleged injury or threat of injury to health, safety or the environment.

"Environmental Laws" means any and all applicable federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other

governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

"Environmentally Sensitive Material" means oil, oil products, any other substance which is polluting, toxic or hazardous or any substance the release of which into the environment is regulated, prohibited or penalized by or pursuant to any Environmental Law.

"Event of Loss", means any of the following events: (x) the actual or constructive total loss or the agreed or compromised total loss of a Vessel; or (y) the capture, condemnation, confiscation, requisition (excluding any requisition for hire for a fixed period not in excess of one hundred and eighty (180) days), purchase, seizure or forfeiture of, or any taking of title to, a Vessel. An Event of Loss shall be deemed to have occurred (i) in the event of an actual loss of a Vessel, at noon Greenwich Mean Time on the date of such loss or if that is not known on the date which such Vessel was last heard from; (ii) in the event of damage which results in a constructive or compromised or arranged total loss of a Vessel, at noon Greenwich Mean Time on the date of the event giving rise to such damage; or (iii) in the case of an event referred to in clause (y) above, at noon Greenwich Mean Time on the date on which such event is expressed to take effect by the Person making the same. Notwithstanding the foregoing, if the relevant Vessel shall have been returned to the relevant Borrower following any capture, requisition or seizure referred to in clause (y) above prior to the date upon which payment if required to be made under Section 2.04(d) hereof, no Event of Loss shall be deemed to have occurred by reason of such capture, requisition or seizure.

"Events of Default" has the meaning specified in Section 7.01.

"Fair Market Value" means, in relation to any Vessel, the fair market value of such Vessel determined by means of a

valuation made (at the expense of the Borrower) at any relevant time by one of the Approved Brokers. Such valuation shall be made with or without physical inspection of such Vessel (as the Lender may require), on the basis of a sale for prompt delivery for cash at arms' length on normal commercial terms as between a willing seller and a willing buyer, free of any existing charter or other contracts of employment, and shall be conclusive evidence of the fair market value of such Vessel at the date of such valuation. If the Borrower is not satisfied with any such valuation, it shall immediately so notify the Lender and the Borrower shall have the right to select another of the Approved Brokers to provide (at the expense of the Borrower) an additional valuation of such Vessel or Vessels and the applicable valuation for purposes of this Agreement shall be the arithmetical mean of the two valuations.

"Final Payment Date" means the tenth anniversary of the date of the drawdown of the first Advance or, if such day is not a Business Day, the Business Day immediately preceding such tenth anniversary date.

"Financial Indebtedness" means, in relation to any member of the Group (the "debtor"), a liability of the debtor:

(a) for principal, interest or any other sum payable in respect of any moneys borrowed or raised by the debtor;

(b) under any loan stock, bond, note or other security issued by the debtor;

(c) under any acceptance credit, guarantee or letter of credit facility made available to the debtor;

(d) under a financial lease, a deferred purchase consideration arrangement (in each case, other than in respect of assets or services obtained on normal commercial terms in the ordinary course of business) or any other agreement having the commercial effect of a borrowing or raising of money by the debtor;

(e) under any foreign exchange transaction, interest or currency swap or any other kind of derivative transaction entered into by the debtor or, if the agreement under which any such transaction is entered into requires netting of mutual liabilities, the liability of the debtor for the net amount; or

(f) under a guarantee, indemnity or similar obligation entered into by the debtor in respect of a liability of another person which would fall within (a) to (e) if the references to the debtor referred to the other person.

"GAAP" means accounting principles, concepts, bases and policies generally adopted and accepted in the United States of America consistently applied.

"Group" means the Borrower and its Subsidiaries (whether direct or indirect and including, but not limited to, the Guarantors) from time to time and "member of the Group" shall be construed accordingly.

"Guaranteed Obligations" has the meaning specified in Section 5.01.

"Guarantors" means, collectively, the Initial Guarantors and each Additional Guarantor, if any, and "Guarantor" means any of them as the context may require.

"Guarantee" means the joint and several guarantee of the Guarantors provided in Article V as supplemented by each Credit Agreement Supplement executed and delivered from time to time.

"Indemnified Party" has the meaning specified in Section 8.04(c).

"Initial Guarantors" has the meaning specified in the recital hereto.

"Initial Vessels" means, collectively, the vessels described in Schedule II hereto.

"Interest Period" means, in relation to each Advance (or any relevant portion thereof), (x) in the case of the first such period, the period commencing on the Drawdown Date for such Advance (or any relevant portion thereof) and ending on the last day of the period selected by the Borrower pursuant to the provisions below and (y) thereafter, each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each such Interest Period shall be one, three, six or twelve months (or such other period as may be requested by the Borrower and consented to by the Lender so as to ensure that the relevant

Commitment Termination Date is the last day of an Interest Period) as the Borrower may, upon notice received by the Lender not later than 11:00 A.M. (New York City time) on the third Business Day prior to the first day of such Interest Period, select or request; provided, however, that:

(a) the Borrower may not select any Interest Period with respect to any Advance that ends after (i) its next repayment date, unless the aggregate outstanding principal amount of Advances which have Interest Periods which end or are deemed to end after such repayment date will not exceed the aggregate amount of principal due hereunder and under the Notes on such date or (ii) the relevant Commitment Termination Date;

(b) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(c) whenever the first day of any Interest Period occurs on a day in a calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month;

(d) any notice given by the Borrower selecting the duration of an Interest Period shall be irrevocable and, if the Borrower fails to select an Interest Period then, subject as provided herein, the Borrower shall be deemed to have selected an Interest Period of three (3) months; and

(e) the Lender, in its sole and absolute discretion, is satisfied that deposits in Dollars for a period equal to such Interest Period will be available to the Lender in the London Interbank Market at the commencement of such Interest Period and, if the Lender is not so satisfied, such Interest Period shall be of such duration as the Lender and the Borrower shall agree (or, in the absence of such agreement, as the Lender shall specify).

"IPO" means an underwritten initial public offering registered under the Securities Act of 1933, as amended, of shares of common stock of the Borrower.

"ISM Code" means in relation to its application to each Guarantor, any relevant Approved Manager, each Vessel and its operation, the International Safety Management Code (including the guidelines on its implementation) adopted by the International Maritime Organization ("IMO") as Resolution A.741(18) and Resolution A.913(22) (superseding Resolution A.788(19)), as the same may be amended, supplemented or replaced from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the meanings specified in the ISM Code).

"ISPS Code" means in relation to its application to each Guarantor, any relevant Approved Manager, each Vessel and its operation, the International Ship and Port Facility Security Code constituted pursuant to resolution A.924(22) of the IMO adopted by a Diplomatic Conference of the IMO on Maritime Security on 13 December 2002 and now set out in Chapter XI-2 of the Safety of Life at Sea Convention (SOLAS) 1974 (as amended).

"Lender" has the meaning ascribed thereto in the recital hereof.

"Lender's Account" means the account of the Lender maintained by the Lender with American Express Bank Limited, 3 World Financial Center, 23rd Floor, New York, New York 10285-2300, Account No. [•], SWIFT: AEIBUS33, or such other account as may from time to time be notified by the Lender to the Borrower.

"Lien" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor.

"Loan Documents" means this Agreement, the Master Agreement, the Notes and the Collateral Documents.

"Management Agreements" means any and all of the management agreements entered into or to be entered into by and between the Approved Manager and each Guarantor in respect of such Guarantor's Vessel.

"Mandatory Cost Rate" means the percentage rate which represents the cost to the Lender, relative to the Advances, of compliance with the requirements of the Bank of England, the Financial Services Authority or any other regulatory authority, as determined by the Lender in accordance with the

formula detailed in Schedule I hereto.

"Margin Stock" has the meaning specified in Regulation U of the Board of Governors of the Federal Reserve System and any successor regulations thereto, as in effect from time to time.

"Master Agreement" means the Master Agreement (on the 1992 ISDA (Multicurrency-Cross Border) form as amended) dated as of the date hereof between the Borrower and the Lender pursuant to which the Borrower and the Lender may enter into one or more interest rate swap transactions to hedge the Borrower' exposure under this Agreement to interest rate fluctuations, and includes all transactions from time to time entered into and confirmations from time to time exchanged under such Master Agreement, and any amending, supplementing or replacement agreements made from time to time.

"Master Agreement Security Deed" means the deed containing, among other things, a charge in respect of the Master Agreement made or to be made by the Borrower in favor of the Lender in substantially in the form of Exhibit D (as amended from time to time in accordance with its terms).

"Material Adverse Effect" means, with respect to any Person, a material adverse effect upon (a) the condition (financial or otherwise), operations, assets or business of such Person and its Subsidiaries, taken as a whole, (b) the ability of such Person to perform any of its material obligations under any Loan Document to which it is a party, or (c) the material rights and remedies of the Lender under any Loan Document to which such Person is a party.

"Memorandum of Agreement" means, in relation to an Additional Vessel, a memorandum of agreement executed by the owner of such Vessel, as seller, and a Guarantor, as buyer, providing for the purchase by such Guarantor of such Vessel (as amended from time to time in accordance with its terms).

"Mortgage" means each of the first preferred mortgages made or to be made by a Guarantor in favor of the Lender in

respect of a Vessel and in substantially the form of Exhibit E (as amended from time to time in accordance with its terms).

"Notes" means collectively, the Tranche A Note, the Tranche B Note and the Tranche C Note.

"Notice of Drawdown" has the meaning specified in Section 2.03(a).

"Obligors" means, collectively, the Borrower and the Guarantors, and "Obligor" means any of them as the context may require.

"Operating Account" means the account opened or to be opened in the name of the Borrower with the Lender (or such other account with any other branch of the Lender or with a bank or financial institution other than the Lender (whether associated with the Lender or not) substituted therefor pursuant to this Agreement).

"OSG" means Overseas ShipholdingGroup, Inc., a Delaware corporation.

"Other Taxes" has the meaning specified in Section 2.13(b).

"Permitted Encumbrances" has the meaning specified in the Mortgages.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, limited liability company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Public Offering Documents" means the Borrower's registration statement on Form F-1, as filed with the Securities Exchange Commission on July [•], 2005, and each other agreement or document executed in connection with the IPO (as amended from time to time).

"RBS LIBOR" means, the rate per annum at which deposits in Dollars in an amount approximately equal to the Advances (or any relevant portion thereof) are (or would have been) offered by the Lender to leading banks in the London Interbank Dollar Market at or about 11.00 a.m. (London time) on the second Business Day prior to the commencement of such

Interest Period for a period equal to such Interest Period and for delivery on the first Business Day thereof.

"Relevant Interest Rate" means TELERATE, or, where TELERATE is not quoted for such Interest Period or where TELERATE is not elected pursuant to Section 2.06(d), RBS LIBOR.

"Relevant Percentage" shall mean, in relation to any Vessel that is sold or becomes the subject of an Event of Loss, a fraction (expressed as a percentage, rounded up to the nearest tenth of a percent) where (i) the numerator is the Fair Market Value of the Vessel sold or lost, and (ii) the denominator is the aggregate amount of the Fair Market Values of all Vessels (including the Vessel sold or lost) subject to a Mortgage immediately prior to such sale or loss, in each case determined on the basis of the most recent valuation delivered pursuant to Section 3.03(c)(iv) or Section 6.01(l).

"Securities and Exchange Commission" shall mean the United States Securities and Exchange Commission or any other governmental authority of the United States of America at the time administrating the Securities Act of 1933, as amended, the Investment Company Act of 1940, as amended, or the Securities Exchange Act of 1934, as amended.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Subsidiary" of any Person means any corporation, limited liability company, partnership, joint venture, trust or estate or other entity of which (or in which) more than 50% of

(a) the voting stock or membership interests of such corporation or company, (b) the interest in the capital or profits of such partnership or joint venture or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"Taxes" has the meaning specified in Section 2.13(a).

"TELERATE" means, for any Interest Period: the rate per annum equal to the offered quotation for deposits in Dollars for a period equal to, or as near as possible equal to, that Interest Period or other relevant period which appears on Telerate Page 3750 at or about 11.00 a.m. (London time) on the second Business Day prior to the commencement of that Interest Period or other period (and, for the purposes of this Agreement, "Telerate Page 3750" means the display designated as "page 3750" on the Telerate Service or such other page as may replace Page 3750 on that service for the purpose of displaying rates comparable to that rate or on such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for Dollars).

"Tranche" means any of Tranche A, Tranche B or Tranche C, as the context may require.

"Tranche A" has the meaning specified in Section 2.01(a).

"Tranche A Note" means the promissory note of the Borrower payable to the order of the Lender, in substantially the form of Exhibit B-1 hereto, evidencing the Tranche A Advance.

"Tranche B" has the meaning specified in Section 2.01(b).

"Tranche B Note" means the promissory note of the Borrower payable to the order of the Lender, in substantially the form of Exhibit B-2 hereto, evidencing the Tranche B Advances.

"Tranche C" has the meaning specified in Section 2.01(c).

"Tranche C Note" means the promissory note of the Borrower payable to the order of the Lender, in substantially the form of Exhibit B-3 hereto, evidencing the Tranche C Advances.

"Transaction" has the meaning ascribed thereto in the introductory paragraph of the Master Agreement.

"Vessels" means, collectively, the Initial Vessels and the Additional Vessels, and everything belonging to each such vessel, and, in the case of each Additional Vessel, to be purchased by a Guarantor, and registered by such Guarantor in its ownership under the laws and flag of the Republic of the Marshall Islands, and "Vessel" means any of them as the context may require.

SECTION 1.02. Interpretation. When used in this Agreement, (i) the words "herein", "hereof" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any provision of this Agreement, and the words "Article", "Section", "Schedule" and "Exhibit" shall refer to Articles and Sections of, and Schedules and Exhibits to, this Agreement unless otherwise specified and (ii)whenever the context so requires, the neuter gender includes the masculine or feminine, the masculine gender includes the feminine, and the singular number includes the plural, and vice versa.

SECTION 1.03. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

SECTION 1.04. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

ARTICLE II

AMOUNTS AND TERMS OF THE ADVANCES

SECTION 2.01. The Commitment. The Lender agrees, on the terms and conditions hereinafter set forth, to make available advances (each an "Advance") to the Borrower from time to time on any Business Day during the period from the Availability Date until the relevant Commitment Termination Date (the "Commitment Period") in an aggregate amount not to exceed

at any time an aggregate principal amount of $401,000,000 in three (3) Tranches as follows:

(a) Up to the principal amount of $236,000,000 ("Tranche A"), in one Advance; such Advance to be applied by the Borrower, together with the proceeds of the IPO, to assist the Initial Guarantors to finance up to 100% of the purchase price of the Initial Vessels;

(b) Up to an aggregate principal amount of $15,000,000 ("Tranche B"), in one or more Advances, for working capital purposes; and

(c) Up to an aggregate principal amount of $150,000,000 ("Tranche C"), in one or more Advances, whereof each such Advance shall be applied by the Borrower to assist a Guarantor to finance all or a portion of the purchase price of an Additional Vessel under the relevant Memorandum of Agreement, and shall be an amount which, together with all other Advances of the Commitment then outstanding, shall not exceed sixty-five percent (65%) of the aggregate amount of the Fair Market Values of all Vessels which would be subject to a Mortgage immediately after the making of such Advance (determined on the basis of the most recent valuation for each Vessel delivered pursuant to Section 3.03(c)(iv)).

Within the limits of the Commitment and the relevant Tranche of the Commitment, and of Section 2.02 hereof, the Borrower may borrow under Section 2.01(b) and (c), repay pursuant to Section 2.04 and reborrow under Section 2.01(b) and (c); provided however, that no reborrowing will be permitted under Section 2.01(c) after the fifth anniversary of the date of the drawdown of the first Advance.

SECTION 2.02. Additional Vessels. Where the Borrower wishes to borrow an Advance of Tranche C in relation to the proposed purchase of a vessel by a Guarantor, the Borrower shall notify the Lender (i) the name of such vessel, (ii) the general description and deadweight tonnage (which shall not be less than 45,000 deadweight tons), (iii) the age of such vessel (which on the Final Payment Date would not be more than 15 years old), (iv) the identity of the current owner, (v) the identity of the Guarantor, (vi) the purchase price of such vessel paid or to be paid by such Guarantor, and (vii) such further information as the Lender may require. If available, the Borrower shall also provide the Lender with a true and complete copy of the relevant Memorandum of Agreement or equivalent agreement for such vessel.

The Lender shall, as soon as reasonably practical, notify the Borrower of the Lender's acceptance or rejection of such vessel for the purposes of an Advance of Tranche C, which acceptance or rejection shall be in the absolute discretion of the Lender, taking into account, among other things, (a) the employment of such vessel, (b) the ability of forecast earnings of such vessel being able to amortize the debt incurred with respect thereto for the period from the fifth anniversary of the date of the drawdown of the first Advance through the Final Payment Date, including the balloon, within an acceptable percentage of historical averages and (c) the Lender's satisfaction in its sole discretion as to the Borrower's ability to raise additional capital via the equity markets of an amount acceptable to the Lender. In the absence of any acceptance of a vessel being notified, the Lender shall be under no obligation to make any Advance for such vessel.

SECTION 2.03. Drawdown. (a) Each Advance shall be made on notice given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the proposed Drawdown Date by the Borrower to the Lender; provided, however, that such notice with respect to the Tranche A Advance shall be made within one day after the execution of the underwriting agreement for the IPO. Each such notice of drawdown (a "Notice of Drawdown") shall be in writing, in substantially the form of Exhibit A hereto, specifying therein (i) the requested Drawdown Date, which shall be a Business Day during the Commitment Period, (ii) the relevant Tranche and the aggregate principal amount of the Advance thereof requested on such Drawdown Date, (iii) the duration of the initial Interest Period applicable to such Advance, and (iv) the recipients (including payment instructions) of the proceeds of such Advance. Upon fulfillment of the applicable conditions set forth in Article III, the Lender will make such funds available to, or for the account of, the Borrower according to the payment instructions set forth in the Notice of Drawdown. Each Advance shall be $5,000,000 ($1,000,000 in the case of Tranche B) or an integral multiple of $1,000,000 in excess thereof. Anything in this subsection (a) above to the contrary notwithstanding, there may not be outstanding more than ten (10) separate Advances at any time.

(b) Each Notice of Drawdown shall be irrevocable and binding on the Borrower. The Borrower shall indemnify the Lender against any loss, cost or expense incurred by the Lender as a result of any failure to fulfill on or before the Drawdown Date specified in any Notice of Drawdown the applicable conditions set

forth in Article III, including, without limitation, any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by the Lender to fund the Advance to be made by the Lender on such Drawdown Date when such Advance, as a result of such failure, is not made on such date.

SECTION 2.04. Repayment/Automatic Reduction of Commitment. (a) The Borrower shall repay the principal of Tranche A in twenty (20) consecutive quarterly installments commencing three months after the fifth anniversary of the date of the drawdown of the first Advance and ending of the Final Payment Date, each of such quarterly installments to be in the principal amount of $6,062,500 and the last such quarterly installment to be accompanied by a balloon payment of $114,750,000.

(b) The Commitment to provide Tranche B Advances shall be reduced quarterly by $750,000 commencing three (3) months after the fifth anniversary of the Availability Date and ending on the Final Payment Date..

(c) The Borrower shall repay the principal amount of any Tranche C Advance in such amounts and at such times as the parties shall agree. The commitment to provide Tranche C Advances shall be reduced quarterly by $$7,500,000 commencing three (3) months after the fifth anniversary of the Availability Date and ending on the Final Payment Date.

(d) In addition to, and without limitation of, the provisions of Section 6.01(l), on (i) the date of any transfer of title of a Vessel by the relevant Guarantor, and (ii) the earlier of (A) the date which is one hundred fifty (150) days following an Event of Loss of a Vessel, and (B) the date of receipt by the relevant Guarantor, the Borrower or the Lender of the insurance proceeds relating to such Event of Loss, the Borrower shall repay the Advances in an amount equal to the Relevant Percentage of the Advances outstanding immediately prior to such sale or Event of Loss.

(e) The Borrower may, upon not less than fourteen (14) days' notice to the Lender identifying the Advance to be prepaid in whole or in part and stating the proposed date and aggregate principal amount of such prepayment (which notice shall be irrevocable), and if such notice is given the Borrower shall prepay the outstanding principal amount of such Advance, in whole or in part; provided, however, that each partial

prepayment shall be in an aggregate principal amount of not less than $1,000,000 or an integral multiple of $1,000,000 in excess thereof (or, if the aggregate outstanding principal amount of such Advance is less, such aggregate principal amount).

(f) Anything contained in this Agreement to the contrary notwithstanding, all then outstanding Advances shall be repaid on the Final Payment Date.

(g) With respect to each repayment of Advances required by this Section 2.04, the Borrower may designate the specific Advance or Advances pursuant to which a repayment is made, provided that all Advances with Interest Periods ending on such date of required repayment shall be paid in full prior to the payment of any other Advances. In the absence of a designation by the Borrower as described in the preceding sentence, the Lender shall, subject to the preceding provisions of this subsection (g), make such designation in its sole reasonable discretion with a view, but no obligation, to minimize breakage costs owing pursuant to Section 8.04(b) hereof.

(h) Each such repayment of any Advance or relevant part thereof shall be accompanied by accrued interest to the date of such prepayment on the principal amount so repaid plus any amount payable pursuant to Section 8.04(b) hereof.

SECTION 2.05. Voluntary Reduction of Commitment. The Borrower may, upon not less than five (5) Business Days' notice to the Lender, terminate in whole or reduce in part the unused portion of the Commitment; provided, however, that each partial reduction of the Commitment shall be in an aggregate principal amount of $1,000,000 or an integral multiple of not less than $1,000,000 in excess thereof.

SECTION 2.06. Interest. (a) Ordinary Interest. Subject to subsection (c) of this Section 2.06, the Borrower shall pay interest on the aggregate unpaid principal amount of each Advance from the relevant Drawdown Date until such principal amount shall be paid in full, at a rate per annum equal at all times during each Interest Period for such Advance to the sum of (i) the Relevant Interest Rate for such Interest Period plus (ii) the Applicable Margin plus (iii) the Mandatory Cost Rate in effect from time to time, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three (3) months, on each day that occurs during such Interest Period every three (3) months from the first day of such Interest Period.

(b) Default Interest. The Borrower shall pay on demand interest on the unpaid principal amount of each Advance and on the unpaid amount of all interest, fees and other amounts then due and payable hereunder that is not paid when due from the due date thereof to the date paid, in the case of Advances and interest thereon, at a rate per annum equal at such time to two percent (2%) per annum above the rate per annum required to be paid on such Advance pursuant to clause (a) above, or, in the case of unpaid fees and/or other amounts, at a rate per annum equal at such time to two percent (2%) per annum above the rate per annum required to be paid pursuant to clause (a) above on the most recent Advance made under this Agreement.

(c) Interest Upon Default. Upon the occurrence and during the continuance of any Event of Default (or, in the case of any involuntary proceeding described in Section 7.01(f), a Default), the Borrower shall pay interest on the aggregate unpaid principal amount of each Advance from the date of the occurrence of such Event of Default or Default, as the case may be, until such Event of Default or Default, as the case may be, shall have been cured or waived, at a rate per annum equal to two percent (2%) per annum above the rate per annum required to be paid on such Advance pursuant to clause (a) above.

(d) Interest Rate when Transactions under Master Agreement. If a Transaction is to be entered into under the Master Agreement, the Relevant Interest Rate for each Interest Period applicable to any Advance the subject of the Transaction (commencing with the first Interest Period relating to such Transaction) shall be TELERATE unless the Borrower, by giving written notice (which shall be irrevocable) to the Lender not later than 11.00 A.M. (New York City time) three Business Days before the commencement of such first Interest Period, elects that the Relevant Interest Rate shall be RBS LIBOR rather than TELERATE.

SECTION 2.07. Interest Rate Determination. The Lender shall give prompt notice to the Borrower of the applicable interest rate determined by the Lender for purposes of Section 2.06(a).

SECTION 2.08. Fees. (a) The Borrower agrees to pay to the Lender a non-refundable arrangement fee of $1,500,000, of which $50,000 has been paid and $1,450,000 shall be payable on the date of the funding of the IPO.

(b) The Borrower agrees to pay to the Lender a commitment fee on the unused portion of the Lender's Commitment from the Availability Date until the relevant Commitment Termination Date in the case of each of Tranche B and Tranche C, calculated on a 360 day year basis, at a rate per annum equal to three tenths of one percent (0.30%), payable quarterly in arrears, commencing three (3) months from the Availability Date .

SECTION 2.09. Master Agreement. (a) If for any reason any proposed Advance is not drawn down under this Agreement but nonetheless a Transaction has been entered into under the Master Agreement in relation thereto then, subject to Section 2.09(c), the Lender shall be entitled but not obliged to amend, supplement, cancel, net out, terminate, liquidate, transfer or assign all or any part of the rights, benefits and obligations created by the Master Agreement and/or to obtain or re-establish any hedge or related trading position in any manner and with any Person the Lender in its absolute discretion decides, and in the event of the Lender exercising any part of its entitlement aforesaid the Borrower's continuing obligations under the Master Agreement shall, unless agreed otherwise by the Lender, be calculated so far as the Lender considers it practicable by reference to the repayment and reduction schedules for the Commitment taking into account the fact that such Advance has not been advanced.

(b) In the case of repayment of all or part of any Advance under this Agreement or a reduction of the Commitment (whether scheduled or not) then, subject to Section 2.09(c), the Lender shall be entitled but not obliged to amend, supplement, cancel, net out, transfer or assign all or such part of the rights, benefits and obligations created by the Master Agreement which equate or relate to the Advance so repaid or prepaid or the part of the Commitment so reduced and/or to obtain or re-establish any hedge or related trading position in any manner and with any person the Lender in its absolute discretion decides, and in the case of such repayment or a partial prepayment or repayment of part of the Commitment and the Lender exercising any part of its entitlement as aforesaid the Borrower's continuing obligations under the Master Agreement shall, unless agreed otherwise by the Lender, be calculated so far as the Lender considers it practicable by reference to the repayment and reduction schedules (as it may be amended) for the Commitment taking account of the fact that more or less than the

originally scheduled amount of the Commitment remains outstanding.

(c) If either (i) less than the full amount of any proposed Advance is drawn down under this Agreement, or (ii) more or less than the originally scheduled amount of the Commitment remains outstanding following a repayment or a reduction of the Commitment under this Agreement, and the Lender in its absolute discretion agrees, following a written request of the Borrower, that the Borrower may be permitted to maintain all or part of a Transaction in an amount not wholly matched with or linked to all or part of an Advance, the Borrower shall within ten (10) days of being notified by the Lender of such requirement provide the Lender with, or procure the provision to the Lender of, such additional security as shall in the opinion of the Lender acting reasonably be adequate to secure the performance of such Transaction, which additional security shall take such form, be constituted by such documentation, and be entered into between such parties, as the Lender in its absolute discretion may approve or require, and each document comprising such additional security shall constitute a Credit Support Document (as defined in Section 14 of the Master Agreement).

(d) The Borrower shall on the first written demand of the Lender indemnify the Lender in respect of all loss, cost and expense (including the fees of legal advisers) incurred or sustained by the Lender as a consequence of or in relation to the effecting of any matters or transactions referred to in this Section 2.09.

(e) Without prejudice to or limitation of the obligation of the Borrower under Section 2.09(d), in the event that the Lender exercises any of its rights under Section 2.09(a) or (b) and such exercise results in all or part of a Transaction being terminated, such termination shall be treated under the Master Agreement in the same manner as if it were a Terminated Transaction (as defined in Section 14 of the Master Agreement) effected by the Lender after an Event of Default by the Borrower and, accordingly, the Lender shall be permitted to recover from the Borrower payment for early termination calculated in accordance with the provisions of Section 6(e)(i) of the Master Agreement.

SECTION 2.10. Increased Costs. (a) If, due to either (i) the introduction of or any change (other than any change in the Mandatory Cost Rate) in or in the interpretation of any law or regulation or (ii) the compliance by the Lender

with any guideline or request from any central bank or other governmental authority in any case introduced, changed, interpreted or requested after the date hereof (whether or not having the force of law), there shall be (x) imposed, modified or deemed applicable any reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, the Lender or (y) imposed on the Lender any other condition relating to this Agreement or the Advances, and the result of any event referred to in clause (x) or (y) shall be to increase the cost to the Lender of agreeing to make or making, funding or maintaining the Advances, then the Lender will so notify the Borrower in sufficient detail for the Borrower to verify such increased cost and the Borrower shall, upon demand by the Lender, pay to the Lender additional amounts sufficient to compensate the Lender for such increased cost; provided, however, that, before making any such demand, the Lender agrees to use its best efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different lending office for monitoring the Advances if the making of such a designation would avoid the need for, or reduce the amount of, such increased cost and would not, in the reasonable judgment of the Lender, be otherwise disadvantageous to the Lender. A certificate as to the amount of such increased cost, submitted to the Borrower by the Lender, shall be conclusive and binding for all purposes, absent manifest error.

(b) If the Lender determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental or monetary authority in regard to capital adequacy (whether or not having the force of law), in any case in which such law, regulation, guideline or request became effective or was made after the date hereof, has or would have the effect of reducing the rate of return on the capital of, or maintained by, the Lender or any corporation controlling the Lender as a consequence of the Lender's Commitment or the Advances hereunder and other commitments of this type, by increasing the amount of capital required or expected to be maintained by the Lender or any corporation controlling the Lender, to a level below that which the Lender or any corporation controlling the Lender could have achieved but for such adoption, effectiveness, change or compliance (taking into account the Lender's or such corporation's policies with respect to capital adequacy) then the Lender will so notify the Borrower in sufficient detail for the Borrower to verify such reduction in return and the Borrower shall pay the Lender, upon demand by the Lender, such additional amount as may be specified by the

Lender as being sufficient to compensate the Lender for such reduction in return, to the extent that the Lender reasonably determines such reduction to be attributable to the existence of the Lender's commitment to lend hereunder; provided however, that before making such demand, the Lender agrees to use its best efforts (consistent with its internal policy and legal and regulatory restrictions) to enter into consultations with the Borrower in good faith and without prejudice to the rights of the Lender under this Agreement and the other Loan Documents with regard to the impact of such law, regulation, guideline or request and the amount of compensation required by the Lender as aforesaid. A certificate as to such amounts submitted to the Borrower by the Lender shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.11. Illegality. Notwithstanding any other provision of this Agreement, if the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for the Lender to

perform its obligations hereunder to make the Advances or to fund or maintain the Advances or any portion thereof hereunder, then, upon written notice by the Lender to the Borrower, the Lender and the Borrower shall negotiate in good faith to agree on terms for the Lender to continue the Advances or any portion thereof on a basis which is not unlawful. If no agreement shall be reached between the Borrower and the Lender within a period which in the sole discretion of the Lender is reasonable, the Lender shall be entitled to give notice to the Borrower that the obligation of the Lender to make or maintain the Advances or any portion thereof shall be forthwith terminated and the amount of the Lender's Commitment shall be reduced accordingly, and thereupon the aggregate outstanding principal amount of the Advances or any relevant portion thereof shall become due and payable in full, together with accrued interest thereon and other sums payable hereunder, and such amounts as the Borrower shall be obligated to reimburse the Lender pursuant to Section 8.04(b) if earlier prepayment is required by any law, regulation and/or regulatory requirement; provided, however, that, before making any such demand, the Lender shall designate a different lending office for monitoring the Advances if the making of such a designation would avoid the need for giving such notice and demand and would not, in the judgment of the Lender, be otherwise disadvantageous to the Lender.

SECTION 2.12. Payments and Computations. (a) The Borrower shall make each payment hereunder and under the Notes not later than 11:00 A.M. (New York City time) on the day when due in Dollars to the Lender at the Lender's Account in same day funds. Partial payments of overdue amounts in respect of fees, expenses, interest and/or principal shall (unless specifically provided for elsewhere herein or in any other Loan Document) be applied to the payment of such overdue fees, expenses, interest and/or principal, as the case may be, in such order as the Lender may determine.

(b) The Borrower hereby authorizes the Lender, if and to the extent payment of principal, interest or fees owed to the Lender is not made when due hereunder or under any of the Notes held by the Lender, to charge from time to time against any or all of the accounts of the Borrower with the Lender any amount so due.

(c) All computations of interest shall be made by the Lender, on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. Each determination by the Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder or under any of the Notes shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment fee, as the case may be; provided, however, if such extension would cause payment of interest on or principal of the Advances to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

SECTION 2.13. Taxes. (a) All payments by the Borrower of principal of, and interest on, the Advances, the Notes and all other amounts payable by the Borrower hereunder shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income or franchise taxes and other taxes, fees, levies, duties, withholdings or other charges of any nature whatsoever now or hereafter imposed, withheld, collected or assessed by any taxing authority, but excluding (such non-excluded items being called "Taxes"), in the case of the Lender, (i) net income, capital, doing business and franchise taxes imposed on the Lender by the

jurisdiction under the laws of which the Lender is organized or any political subdivision or taxing authority thereof or therein, or by any jurisdiction in which the Lender's lending office with respect to this Agreement is located, as the case may be, or any political subdivision or taxing authority thereof or therein and (ii) any taxes, fees, levies, duties, withholdings or other charges that would not have been imposed but for the failure of the Lender to comply with any certification, identification or other similar requirement with which the Lender is in its reasonable judgment eligible to comply to establish entitlement to exemption from such tax. If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any of the Notes to the Lender, (i) the sum payable shall be increased as may be necessary so that after making all required deductions of Taxes (including deductions of Taxes applicable to additional sums payable under this Section 2.13) the Lender receives an amount equal to the sum it would have received had no such deductions of Taxes been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law; provided, however, that the Lender shall designate a different lending office for monitoring the Advances if, in the judgment of the Lender, such designation would avoid the need for, or reduce the amount of, any Taxes required to be deducted from or in respect of any sum payable hereunder to the Lender and would not, in the judgment of the Lender, be otherwise disadvantageous to the Lender.

(b) In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or under any of the Notes or from the execution, delivery or registration of, or otherwise with respect to, this Agreement, any of the Notes or any of the other Loan Documents (hereinafter referred to as "Other Taxes").

(c) The Borrower will indemnify the Lender for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.13) paid by the Lender and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within forty-five (45) days from the date the Lender makes written demand therefor.

(d) Within thirty (30) days (or as soon thereafter as available) after the date of any payment of Taxes under this Section 2.13, the Borrower will furnish to the Lender, at its address referred to in Section 8.02, appropriate evidence of payment thereof.

(e) The Lender shall, on or prior to the Availability Date and from time to time thereafter if requested in writing by the Borrower (but only so long as the Lender is and remains lawfully able to do so), provide the Borrower with two duly completed copies of Internal Revenue Service Form W-8BEN or W-8ECI, as appropriate, or any successor form prescribed by the Internal Revenue Service, certifying that the Lender is entitled to benefits under an income tax treaty to which the United States of America is a party that reduces the rate of withholding tax on payments under this Agreement or the Notes or

certifying that the income receivable pursuant to this Agreement or the Notes is effectively connected with the conduct of a trade or business in the United States of America.

(f) For any period with respect to which the Lender has failed to provide the Borrower with the appropriate forms described in subsection (e) above (other than if such failure is due to a change in law occurring after the date on which the Lender was originally required to provide such forms, or if such forms are otherwise not required under subsection (e) above), the Lender shall not be entitled to increased payments or indemnification under subsection (a) or (c) above with respect to Taxes imposed by the United States of America; provided, however, that should the Lender become subject to Taxes because of its failure to deliver a form required hereunder, the Borrower shall take such steps as the Lender shall reasonably request to assist the Lender to recover such Taxes if, in the judgment of the Borrower, such steps would avoid the need for, or reduce the amount of, any Taxes required to be deducted from or in respect of any sum payable hereunder to the Lender and would not, in the judgment of the Borrower, be disadvantageous to the Borrower.

(g) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 2.13 shall survive the payment in full of principal and interest hereunder and under the Notes.

ARTICLE III

CONDITIONS OF LENDING

SECTION 3.01. Conditions Precedent to First Notice of Drawdown. The obligation of the Lender to make any Advance is subject to the conditions precedent that, on or before the giving of the first Notice of Drawdown for any Advance, the Lender shall have received, in form and substance satisfactory to the Lender (unless otherwise specified):

(a) certified copies of the resolutions of the board of directors of the Borrower and the board of directors and shareholders of each of the Initial Guarantors approving each Loan Document and each other document contemplated thereby to which such corporation is or is to be a party, and of all documents evidencing other necessary corporate action by, and governmental approvals relating to, each Obligor, if any, with respect to such Loan Documents and other documents to which it is or is to be a party;

(b) certificates of an officer of the Borrower and of each of the Initial Guarantors certifying the names and true signatures of the respective officers and attorneys-in-fact of each thereof authorized to sign each Loan Document and each other document contemplated thereby to which it is or is to be a party;

(c) copies of the articles of incorporation and by-laws of the Borrower and of each of the Initial Guarantors and each amendment thereto, certified (as of a date reasonably near the first Drawdown Date) by an officer of the Borrower or such Initial Guarantor, as the case may be, as being true and correct copies thereof;

(d) copies of certificates of goodstanding of the Borrower and of each of the Initial Guarantors dated as of a date reasonably near the first Drawdown Date, certifying, in each case, that such corporation is duly organized and in good standing under the laws of the Republic of the Marshall Islands;

(e) evidence that the Borrower has duly opened the Operating Account and has delivered to the Lender all resolutions, signature cards and other documents or evidence required in connection with the opening, maintenance and operation of the Operating Account;

(f) the Master Agreement, duly executed by the Borrower and the Lender;

(g) the Master Agreement Security Deed, duly executed by the Borrower;

(h) copies of each of the Management Agreements and each of the Charters covering the Initial Vessels, as well as copies of each of the Charter Hire Guarantees relating to such Charters;

(i) valuations (one per Vessel), addressed to the Lender (at the expense of the Borrower) by an Approved Broker indicating the Fair Market Value of each of the Initial Vessels;

(j) a written confirmation from the Borrower as to which individuals are authorized to give verbal and/or written instructions to the Lender on behalf of the Borrower in respect of the selection of any Interest Period pursuant to this Agreement;

(k) a satisfactory review by the Lender's counsel of the equity structure of the Borrower, including confirmation that the rights of the equity holders of the Borrower shall be legally or effectively subordinated to the right of the Lender to payment of any and all amounts due to the Lender under this Agreement, under the Notes and under the Loan Documents; and

(l) such documents and evidence as the Lender shall reasonably require, based on applicable law and regulations and the Lender's own internal guidelines, relating to the Lender's knowledge of its customers.

SECTION 3.02. Conditions Precedent to the First Advance. The obligation of the Lender to make the first Advance (which shall be the Advance specified in Section 2.01(a)) is subject to the following conditions precedent having been satisfied (or waived in writing by the Lender) on or prior to the relevant Drawdown Date:

(a) the Lender shall have received, in form and substance satisfactory to the Lender, evidence that the IPO has been consummated in all material respects in accordance with the Public Offering Documents and all applicable law, all of which Public Offering Documents shall be in form and substance reasonably satisfactory to the Lender, and the Borrower shall have received net proceeds (after deducting costs and expenses)

from the IPO which, when added to the Tranche A Advance, shall enable the Initial Guarantors both to purchase the Initial Vessels in full and to comply with Section 6.01(l)(i).

(b) The Lender shall have received each of the Notes duly executed by the Borrower to the order of the Lender;

(c) the Lender shall have received on or before the relevant Drawdown Date the following, each dated as of such Drawdown Date (unless otherwise specified), in form and substance satisfactory to the Lender (unless otherwise specified):

(i) the Account Charge relating to the Operating Account, duly executed by the Borrower;

(ii) a Mortgage relating to each Initial Vessel, duly executed by the relevant Initial Guarantor;

(iii) an Assignment of Earnings relating to each Initial Vessel, duly executed by the relevant Initial Guarantor;

(iv) an Assignment of Insurances relating to each Initial Vessel, duly executed by the relevant Initial Guarantor, together with a signed Notice of Assignment, substantially in the form attached thereto;

(v) a Charter Hire Guarantee Assignment relating to each Charter Hire Guarantee, duly executed by the relevant Initial Guarantor, together, in each instance, with the relevant Consent of OSG;

(vi) an Approved Manager's Undertaking relating to each Initial Vessel, duly executed by the Approved Manager of such Initial Vessel;

(vii) evidence of insurance in respect of each of the Initial Vessels naming the Lender as loss payee and, if required by the Lender, as co-assured with such responsible and reputable insurance companies or associations, and in such amounts and covering such risks, as is required pursuant to the relevant Mortgages;

(viii) a favorable opinion from an independent insurance consultant acceptable to the Lender and at the cost of the Borrower on such matters relating to the insurances for each of the Initial Vessels as the Lender may require;

(ix) a Certificate of Ownership and Encumbrance issued by the Maritime Administrator for the Marshall Islands stating that each of the Initial Vessels is owned by the relevant Initial Guarantor and that there are on record no Liens on such Initial Vessel except the relevant Mortgage;

(x) evidence of the completion of all other recordings and filings of, or with respect to, the Collateral Documents executed in connection with the making of the first Advance that the Lender may deem necessary or desirable in order to perfect and protect the Liens created thereby, including under the Uniform Commercial Code of New York (or such other jurisdiction where the relevant Initial Guarantor and/or any Collateral may be located);

(xi) certificates duly issued by the Classification Society, dated within seven (7) days of the relevant Drawdown Date, to the effect that each of the Initial Vessels has received the highest classification and rating for vessels of the same age and type, free of all recommendations of the Classification Society affecting class unless otherwise agreed by the Lender;

(xii) evidence that each of the Initial Vessels will, as from the relevant Drawdown Date, be managed by the Approved Manager on terms acceptable to the Lender, together with copies of the Document of Compliance and Safety Management Certificate issued pursuant to the ISM Code in respect of such Initial Vessel;

(xiii) such other certificates relating any of the Initial Vessels, or the operation thereof, as may be reasonably requested by the Lender;

(xiv) a favorable opinion of James Edelson, Esq., counsel for the Obligors, in respect of the Loan Documents executed in connection with the making of the first Advance and as to such other matters as the Lender may reasonably request addressed to the Lender in form and substance satisfactory to the Lender; and

(xv) a favorable opinion of Seward & Kissel LLP, counsel for the Lender, addressed to the Lender and in form and substance satisfactory to the Lender.

SECTION 3.03. Conditions Precedent to Each Advance for Additional Vessels. The obligation of the Lender to make an

Advance of Tranche C in relation to any Additional Vessel is subject to the following conditions precedent having been satisfied (or waived in writing by the Lender) on or prior to the relevant Drawdown Date (for purposes of this Section 3.03, "relevant Advance" means, in relation to an Additional Vessel, the Advance to be used to assist in financing such Vessel, "relevant Vessel" refers to the Additional Vessel to be financed by the relevant Advance, and "relevant Guarantor" refers to the Additional Guarantor acquiring the relevant Vessel):

(a) the amount of the relevant Advance shall not exceed the purchase price of the relevant Vessel under the Memorandum of Agreement for such Vessel;

(b) the amount of the relevant Advance shall not exceed the amount permitted for such Advance under Section 2.01(c);

(c) the Lender shall have received on or before the relevant Drawdown Date the following, each dated as of such Drawdown Date (unless otherwise specified), in form and substance satisfactory to the Lender (unless otherwise specified):

(i) a Credit Agreement Supplement duly executed by such Additional Guarantor;

(ii) documentation respecting such Additional Guarantor specified *mutatis mutandis* in Section 3.01(a), (b),(c) and (d);

(iii) a copy of the Memorandum of Agreement or such equivalent agreement (together with all amendments and addenda thereto) for such Additional Vessel, duly executed by the relevant Guarantor and the relevant seller, together with evidence of any address or similar commission arrangements, all of which shall be on terms acceptable to the Lender (certified by an officer of the relevant Guarantor to be a true, correct and complete copy thereof);

(iv) valuations (one per Vessel), each dated not more than twenty one (21) days prior to the date of such Advance, addressed to the Lender (at the expense of the Borrower) by one of the Approved Brokers (subject to the right of the Borrower to select an additional Approved Broker valuation as more fully set out in the definition of Fair Market

Value) indicating the Fair Market Value of each of the Vessels, including the relevant Vessel, mortgaged to the Lender;

(v) such evidence as the Lender and its counsel shall require in relation to the due authorization and execution by the relevant seller of the Memorandum of Agreement or such equivalent agreement relating to the relevant Vessel and all documents to be executed by the relevant seller pursuant thereto;

(vi) evidence that (A) the relevant Vessel has been unconditionally delivered by the relevant seller to the relevant Guarantor in accordance with all the terms of the relevant Memorandum of Agreement or such equivalent agreement, warranted free and clear of all Liens, (B) the relevant seller shall have been paid in full under the terms of the relevant Memorandum of Agreement or such equivalent agreement; and (C) the relevant Vessel has been duly registered in the ownership of the relevant Guarantor under the laws and flag of the Republic of the Marshall Islands or another flag acceptable to the Lender;

(vii) evidence that the relevant Guarantor has entered into a Management Agreement with the Approved Manager covering the relevant Vessel;

(viii) a Mortgage relating to the relevant Vessel, duly executed by the relevant Guarantor;

(ix) an Assignment of Earnings relating to the relevant Vessel, duly executed by the relevant Guarantor;

(x) an Assignment of Insurances relating to the relevant Vessel, duly executed by the relevant Guarantor, together with a signed Notice of Assignment, substantially in the form attached thereto;

(xi) an Approved Manager’s Undertaking relating to the relevant Vessel, duly executed by the Approved Manager of the relevant Vessel;

(xii) evidence of insurance in respect of the relevant Vessel naming the Lender as loss payee and, if required by the Lender, as co-assured with such responsible and reputable insurance companies or associations, and in such amounts and covering such risks, as is required pursuant to the relevant Mortgage;

(xiii) a favorable opinion from an independent insurance consultant acceptable to the Lender and at the cost of the Borrower on such matters relating to the insurances for the relevant Vessel as the Lender may require;

(xiv) a Certificate of Ownership and Encumbrance issued by the maritime administrator for the Marshall Islands or other relevant jurisdiction stating that the relevant Vessel is owned by the relevant Guarantor and that there are on record no Liens on such Vessel except the relevant Mortgage;

(xv) evidence of the completion of all other recordings and filings of, or with respect to, the Collateral Documents executed in connection with the making of the relevant Advance that the Lender may deem necessary or desirable in order to perfect and protect the Liens created thereby, including under the Uniform Commercial Code of New York (or such other jurisdiction where the relevant Guarantor and/or any Collateral may be located);

(xvi) a certificate duly issued by the Classification Society, dated within seven (7) days of the relevant Drawdown Date, to the effect that the relevant Vessel has received the highest classification and rating for vessels of the same age and type, free of all recommendations of the Classification Society affecting class unless otherwise agreed by the Lender;

(xvii) evidence that the relevant Vessel will, as from the relevant Drawdown Date, be managed by the Approved Manager on terms acceptable to the Lender, together with copies of the Document of Compliance and Safety Management Certificate issued pursuant to the ISM Code in respect of the relevant Vessel;

(xviii) such other certificates relating to the relevant Vessel, or the operation thereof, as may be reasonably requested by the Lender;

(xix) a favorable opinion of counsel for the Obligors, in respect of the Loan Documents executed in connection with the advance of the relevant Advance and as to such other matters as the Lender may reasonably request addressed to the Lender in form and substance satisfactory to the Lender; and

(xx) a favorable opinion of Messrs. Seward & Kissel LLP, counsel for the Lender, addressed to the Lender and in form and substance satisfactory to the Lender.

SECTION 3.04. Conditions Precedent to Each Advance. The obligation of the Lender to make each Advance, including the first Advance on the first Drawdown Date, is subject to the following conditions precedent having been satisfied (or waived in writing by the Lender) on or prior to the relevant Drawdown Date:

(a) the Lender shall have received a Notice of Drawdown as required by Section 2.03(a);

(b) the Borrower shall have paid the fees due pursuant to Section 2.08 and any other fees payable pursuant hereto;

(c) immediately after the making of the relevant Advance, (i) the aggregate outstanding principal amount of the Advances of each Tranche will not exceed the maximum amount available under such Tranche, and (ii) the aggregate outstanding principal amount of all Advances will not exceed the Commitment;

(d) evidence that, if the test set out in Section 6.01(l)(i) were applied immediately following the making of the relevant Advance, the Borrower would not be obliged to provide additional security or repay part of the Advances as therein provided (determined on the basis of the most recent valuation for each Vessel delivered pursuant to Section 3.03(c)(iv) or Section 6.01(l)(ii), as the case may be);

(e) immediately after the making of the relevant Advance, no Default or Event of Default shall have occurred and be continuing;

(f) the representations and warranties of the Obligors contained in this Agreement shall be true *mutatis mutandis* on and as of the date of the relevant Advance, unless such representation or warranty shall expressly relate to a different date;

(g) the Lender shall have received on or before the relevant Drawdown Date the following, each dated as of such Drawdown Date (unless otherwise specified), in form and substance satisfactory to the Lender (unless otherwise specified):

(i) certificates of an officer of the Borrower and of each of the Initial Guarantors and of any Additional Guarantor which has theretofor acquired, or is on the date of such Advance acquiring, an Additional Vessel, each dated as of the relevant Drawdown Date (the statements made in such certificate shall be true on and as of such Drawdown Date), certifying as to (A) the absence of any amendments to such Obligor's articles of incorporation and by-laws as certified to the Lender pursuant to Sections 3.01(c) or 3.03(c)(ii) above, (B) the due incorporation and good standing of such Obligor as a corporation organized under the laws of the Republic of the Marshall Islands or another jurisdiction acceptable to the Lender and the absence of any proceeding for the dissolution or liquidation of such Obligor, (C) the veracity of the representations and warranties of such Obligor contained in this Agreement *mutatis mutandis* on and as of the date of the relevant Advance, unless such representation or warranty shall expressly relate to a different date, and (D) the absence of any event occurring and continuing or resulting from the making of the relevant Advance that constitutes a Default;

(ii) the original of any power of attorney issued in favor of any Person executing any Loan Document (or any other document delivered pursuant to a Loan Document) on behalf of any Obligor in relation to the relevant Advance;

(iii) true and complete copies of any governmental or regulatory consents, filings, registrations, approvals and waivers required in connection with the execution, delivery and performance of (A) each Loan Document executed in relation to the relevant Advance, and (B) the consummation of the transactions contemplated thereby;

(iv) if applicable, the relevant confirmation exchanged under the Master Agreement and which evidences a Transaction entered into between the Borrower and the Lender in connection with the relevant Advance, and any mandates required in connection therewith; and

(v) such opinions, consents, agreements and documents in connection with this Agreement, the Master Agreement and the Collateral Documents as the Lender may reasonably request by notice to the Borrower prior to the relevant Drawdown Date.

(h) to the extent required by any change in applicable law and regulation or any changes in the Lender's own internal guidelines since the date on which the applicable documents and evidence were delivered to the Lender pursuant to Section 3.01(l), such further documents and evidence as the Lender shall require relating to the Lender's knowledge of its customers.

The making of each Advance hereunder shall be deemed to be a representation and warranty by the Obligors on the date of such Advance as to the facts specified in clauses (c), (d), (e) and (f) of this Section 3.04.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties. Each of the Obligors, jointly and severally, represents and warrants as follows:

(a) Existence and Power. Each Obligor (i) is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Marshall Islands, (ii) is duly qualified and in good standing as a foreign corporation in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed, and (iii) has all requisite corporate power and authority to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Authorization; No Violation. The execution, delivery and performance by each Obligor of this Agreement, the Notes and each other Loan Document to which it is or is to be a party, and the consummation of other transactions contemplated thereby, are within such Obligor's corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene such Obligor's articles of incorporation or by-laws, (ii) violate any applicable law, rule, regulation, order, writ, judgment, injunction, decree, determination or award, (iii) conflict with or result in the breach of, or constitute a default under, any loan agreement, contract, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting such Obligor or any of its properties, or (iv) except for the Liens created by the Collateral Documents, result in or require the creation or imposition of any Lien upon or with

respect to any of the properties of such Obligor. None of the Obligors is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such loan agreement, contract, indenture, mortgage, deed of trust, lease or other instrument.

(c) Governmental Consents, Etc. Except for the recording of the Mortgages and filing of proper financing statements in respect of the Assignments of Earnings and the Charter Hire Guarantee Assignments specified in Section 4.01(s), no authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other consent or approval of any other Person is required for (i) the due execution, delivery and performance by any Obligor of this Agreement, any of the Notes or any other Loan Document to which it is or is to be a party or for the consummation of the transactions contemplated thereby, (ii) the grant by any Obligor of the Liens granted by it pursuant to the Collateral Documents, (iii) the perfection or maintenance of the Liens created by the Collateral Documents (including the first priority nature thereof), or (iv) subject to filing with the appropriate court of all documents required to commence and maintain litigation, the exercise by the Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents.

(d) Binding Effect. This Agreement has been, and each of the Notes and each other Loan Document when delivered hereunder will have been, duly executed and delivered by each Obligor party thereto. This Agreement is, and each of the Notes and each other Loan Document when delivered hereunder will be, the legal, valid and binding obligations of each Obligor party thereto, enforceable against each such Obligor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditor's rights generally.

(e) Compliance with Laws. Each Obligor is in compliance with all applicable statutes, regulations and laws, including, without limitation, all Environmental Laws, the noncompliance with which, in the reasonable opinion of the Lender, would have a Material Adverse Effect on such Obligor.

(f) Financial Information; Other Obligations. The pro forma consolidated balance sheet of the Borrower and its Subsidiaries set forth in the aforereferenced Borrower's registration statement on Form F-1, a copy of which has been

delivered to the Lender by the Borrower, fairly presents, in all material respects, the financial condition of the Borrower and its Subsidiaries taken as a whole as at such date. None of the Obligors has engaged in any business other than that contemplated by this Agreement. None of the Obligors is a party to any other loan or security agreement and none has filed or permitted to be filed any financing statement, mortgage, pledge or charge with respect to any assets owned by it and, as of the date hereof, there is (except as aforesaid) no Lien of any kind on any of the properties or assets of any of the Obligors.

(g) No litigation. There is no pending, or (to the best knowledge of any Obligor) threatened action, proceeding, governmental investigation or arbitration affecting any Obligor or any of its properties before any court, governmental agency or arbitrator which may affect the legality, validity or enforceability of this Agreement, any of the Notes or any other Loan Document, or the consummation of the transactions contemplated hereby or thereby.

(h) Margin Stock. None of the Obligors is engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock and no proceeds of any Advance will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(i) ERISA. None of the Obligors has ever established or maintained any employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended.

(j) Not "Investment Company". None of the Obligors is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

(k) Subsidiaries. None of the Guarantors has any direct or indirect Subsidiaries.

(l) Not "National". None of the Obligors is a "national" of any "designated foreign country", within the meaning of the Foreign Asset Control Regulations or the Cuban Asset Control Regulations of the U.S. Treasury Department, 31 C.F.R., Subtitle B, Chapter V, as amended, or any regulations or rulings issued thereunder.

(m) No Restriction. Neither the making or any Advance nor the use of the proceeds thereof nor the performance by the Obligors of this Agreement violates any statute, regulation or executive order restricting loans to, investments in, or the export of assets to, foreign countries or entities doing business there.

(n) Ownership of Obligors. All of the issued and outstanding shares of each of the Initial Guarantors is, and of each Additional Guarantor shall be, directly owned and controlled by the Borrower.

(o) Solvency. Each of the Obligors is, individually, and the Borrower and its Subsidiaries are, together, Solvent.

(p) Use of Proceeds. The Borrower is using the proceeds of the Advances solely for the purposes set forth in the Preliminary Statement hereof.

(q) Place of Business. None of the Obligors has a place of business in the United States of America, the District of Columbia, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States of America.

(r) Veracity of Statements. No representation, warranty or statement made or certificate, document or financial statement provided by any of the Obligors in or pursuant to this Agreement, any of the Notes or any other Loan Document, or in any other document furnished in connection therewith, is untrue or incomplete in any material respect or contains any misrepresentation of a material fact or omits to state any material fact necessary to make any such statement herein or therein, in light of the circumstances under which such representation, warranty or statement was made, not misleading.

(s) Collateral Documents. The provisions of each of the Collateral Documents create, or when delivered will create, in favor of the Lender, (i) in the case of the Mortgages, a valid first "preferred mortgage" within the meaning of Chapter 3 of the Marshall Islands Maritime Act, 1990, as amended, on the Vessels in favor of the Lender, subject to the recording of the Mortgages as described in the following sentence, and (ii) in the case of the Assignments of Earnings, the Assignments of Insurances and the Charter Hire Guarantee Assignments, a valid, binding and executed and enforceable security interest and Lien in all right, title and interest in the Collateral therein

described, and shall constitute a fully perfected first priority security interest in favor of the Lender in all right, title and interest in such Collateral, subject to no other Liens and subject in the case of (A) the Assignments of Earnings and the Charter Hire Guarantee Assignments, to notice being given to account parties and to filing proper financing statements in the District of Columbia, and (B) the Assignments of Insurances, to notice being given to underwriters and protection and indemnity clubs, and their consent being obtained where policy provisions or club rules so require. Upon execution and delivery by the relevant Guarantor and recording in accordance with the laws of the Republic of the Marshall Islands, each of the Mortgages will be a first "preferred mortgage" within the meaning of Chapter 313 of Title 46 of the United States Code and will qualify for the benefits accorded a "preferred mortgage" under Chapter 313 of Title 46 of the United States Code and no other filing or recording or refiling or rerecording or any other act is necessary or advisable to create or perfect such security interest under the Mortgages or in the mortgaged property therein described.

(t) No Money Laundering. Without prejudice to the generality of the foregoing provisions of this Section 4.01, in relation to the borrowing by the Borrower of the Advances, the performance and discharge of its obligations under this Agreement and the other Loan Documents and the transactions and other arrangements affected or contemplated by this Agreement and the other Loan Documents, the Borrower confirms that it is acting for its own account and that the foregoing will not involve or lead to contravention of any law, official requirement or other regulatory measure or procedure implemented to combat "money laundering" (as defined in Article 1 of the Directive (91/308/EEC) of the Council of the European Communities).

ARTICLE V

GUARANTEE

SECTION 5.01. Guarantee. In order to induce the Lender to make Advances to the Borrower, each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the performance and punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all obligations of the Borrower now or hereafter existing under this Agreement, under any of the Notes and under any other Loan Document,

whether for principal, interest, fees, expenses or otherwise (collectively the "Guaranteed Obligations") due or owing to the Lender, and agrees to pay any and all expenses (including, without limitation, counsel fees and expenses) incurred by the Lender in enforcing any rights under this Guarantee. Each of the Guarantors hereby unconditionally and irrevocably agrees to indemnify the Lender immediately on demand against any cost, loss or liability suffered by the Lender (i) if any Guaranteed Obligation is or becomes unenforceable, invalid or illegal, or (ii) by operation of law. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover. The obligations of the Guarantors under this Article V are in addition to and shall not in any way be prejudiced by any other guarantee or security now or subsequently held by the Lender.

SECTION 5.02. Obligations Absolute. Each of the Guarantors guarantees that the Guaranteed Obligations will be performed and paid to the Lender strictly in accordance with the terms of any applicable agreement, express or implied, with the Borrower, regardless of any law, regulation or order of any jurisdiction affecting any term of any Guaranteed Obligation or the rights of the Lender with respect thereto, including, without limitation, any law, rule or policy which is now or hereafter promulgated by any governmental authority (including, without limitation, any central bank) or regulatory body any of which may adversely affect the Borrower's ability or obligation to make, or right of the Lender to receive, such payments, including, without limitation, any sovereign act or circumstance which might otherwise constitute a defense to, or a legal or equitable discharge of, the Borrower.

SECTION 5.03. Guarantee Unconditional. The liability of each Guarantor under this Guarantee shall be unconditional irrespective of (i) any amendment or waiver or consent to departure from the terms of any Guaranteed Obligation, including any extension of the time or change of the manner or place of payment, (ii) any exchange, release, or non-perfection of any collateral securing payment of any Guaranteed Obligation, (iii) any change in the corporate existence, structure or ownership of the Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any of the Guaranteed Obligations, (iv) the existence of any claim, set-off or other rights which any of the Guarantors may have at any time against the Borrower, the Lender or any other corporation or person,

whether in connection herewith or any unrelated transactions, and (v) any other circumstance whatsoever that might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower.

SECTION 5.04. Waiver of Subrogation; Contribution. Notwithstanding any other provision of this Guarantee, until payment in full of the Guaranteed Obligations in cash after termination of any of the Lender's commitments with respect thereto, (i) each of the Guarantors hereby irrevocably waives any right to assert, enforce, or otherwise exercise any right of subrogation to any of the rights, security interests, claims, or liens which the Lender have against the Borrower in respect of the Guaranteed Obligations, (ii) none of the Guarantors shall have any right of recourse, reimbursement, contribution, indemnification, or similar right (by contract or otherwise) against the Borrower in respect of the Guaranteed Obligations, and (iii) each of the Guarantors hereby irrevocably waives any and all of the foregoing rights and also irrevocably waives the benefit of, and any right to participate in, any collateral or other security given to the Lender to secure payment of the Guaranteed Obligations.

SECTION 5.05. Reinstatement. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Lender.

SECTION 5.06. Waiver. Each of the Guarantors waives promptness, diligence, notice of acceptance, presentment, demand, protest and notice of dishonor with respect to any Guaranteed Obligation and this Guarantee and any requirement that the Lender exhaust any right or take any action against the Borrower or any other entity or any Collateral.

SECTION 5.07. Payments; No Reductions. (a) All payments under this Guarantee shall be made in accordance with Section 2.12 of this Agreement (concerning payments) free and clear of and without deduction for any and all present or future Taxes. If any Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this paragraph) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Guarantor shall make such deductions and (iii) such Guarantor shall pay the full

amount deducted to the relevant taxation authority or other authority in accordance with applicable law. In addition, each of the Guarantors agrees to pay any Other Taxes which arise from any payment made hereunder or from the execution, delivery or registration by the Guarantors of, or otherwise with respect to, this Agreement. Each of the Guarantors will indemnify the Lender for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this paragraph) paid by the Lender and any liability (including, without limitation, penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within forty-five (45) days from the date the Lender makes written demand therefor. Within thirty (30) days after the date of any payment of Taxes the Guarantors will furnish to the Lender the original or a certified copy of a receipt evidencing payment thereof. If no Taxes are payable in respect of any payment, the Guarantors will furnish to the Lender a certificate from each appropriate taxing authority, or an opinion of counsel acceptable to the Lender, in either case stating that such payment is exempt from or not subject to Taxes. Without prejudice to the survival of any other agreement contained herein, the agreements and obligations of the Guarantors contained in this Section shall survive the payment in full of the Guaranteed Obligations and principal and interest hereunder and any termination or revocation of this Guarantee.

SECTION 5.08. Set-Off. If any of the Guarantors shall fail to pay any of its obligations hereunder when the same shall become due and payable, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the Guarantor's credit or account against any and all of the Guaranteed Obligations, whether or not the Lender shall have made any demand under this Guarantee. The Lender agrees promptly to notify the relevant Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this paragraph are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

SECTION 5.09. Continuing Guarantee. This Guarantee is a continuing guarantee, is joint and several with any other guarantee given in respect of the Guaranteed Obligations, and shall remain in full force and effect until the later of the termination of any commitment of the Lender under this Agreement and the payment in full of the Guaranteed Obligations and all other amounts payable hereunder and shall be binding upon each of the Guarantors, and their respective successors and permitted assigns. The obligations of each of the Guarantors under this Guarantee shall rank pari passu with all other unsecured obligations of such Guarantor.

SECTION 5.10. Right of Contribution. At any time a payment in respect of the Guaranteed Obligations is made under this Guarantee, the right of contribution of each Guarantor against each other Guarantor shall be determined as provided in the immediately following sentence, with the right of contribution of each Guarantor to be revised and restated as of each date on which a payment (a "Relevant Payment") is made on the Guaranteed Obligations under this Guarantee. At any time that a Relevant Payment is made by a Guarantor that results in the aggregate payments made by such Guarantor in respect of the Guaranteed Obligations to and including the date of the Relevant Payment exceeding such Guarantor's Contribution Percentage (as defined below) of the aggregate payments made by all Guarantors in respect of the Guaranteed Obligations to and including the date of the Relevant

Payment (such excess, the "Aggregate Excess Amount"), each such Guarantor shall have a right of contribution against each other Guarantor who has made payments in respect of the Guaranteed Obligations to and including the date of the Relevant Payment in an aggregate amount less than such other Guarantor's Contribution Percentage of the aggregate payments made to and including the date of the Relevant Payment by all Guarantors in respect of the Guaranteed Obligations (the aggregate amount of such deficit, the "Aggregate Deficit Amount") in an amount equal to (x) a fraction the numerator of which is the Aggregate Excess Amount of such Guarantor and the denominator of which is the Aggregate Excess Amount of all Guarantors multiplied by (y) the Aggregate Deficit Amount of such other Guarantor. A Guarantor's right of contribution pursuant to the preceding sentences shall arise at the time of each computation, subject to adjustment to the time of each computation; provided that no Guarantor may take any action to enforce such right until the Guaranteed Obligations have been paid in full in cash, it being expressly recognized and agreed by all parties hereto that any Guarantor's right of contribution

arising pursuant to this Section 5.10 against any other Guarantor shall be expressly junior and subordinate to such other Guarantor's obligations and liabilities in respect of the Guaranteed Obligations and any other obligations under this Guarantee. As used in this Section 5.10: (i) each Guarantor's "Contribution Percentage" shall mean the percentage obtained by dividing (x) the Relevant Net Worth (as defined below) of such Guarantor by (y) the aggregate Relevant Net Worth of all Guarantors; (ii) the "Relevant Net Worth" of each Guarantor shall mean the greater of (x) the Net Worth (as defined below) of such Guarantor and (y) zero; and (iii) the "Net Worth" of each Guarantor shall mean the amount by which the fair saleable value of such Guarantor's assets on the date of any Relevant Payment exceeds its existing debts and other liabilities (including contingent liabilities, but without giving effect to any Guaranteed Obligations arising under this Guarantee) on such date. All parties hereto recognize and agree that, except for any right of contribution arising pursuant to this Section 5.10, each Guarantor who makes any payment in respect of the Guaranteed Obligations shall have no right of contribution or subrogation against any other Guarantor in respect of such payment until all of the Guaranteed Obligations have been irrevocably paid in full in cash. Each Guarantor recognizes and acknowledges that the rights to contribution arising hereunder shall constitute an asset in favor of the party entitled to such contribution. In this connection, each Guarantor has the right to waive its contribution right against any Guarantor to the extent that after giving effect to such waiver such Guarantor would remain Solvent, in the determination of the Lender.

SECTION 5.11. Limitation of Liability. Each Guarantor and the Lender hereby confirms that it is its intention that the Guaranteed Obligations not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar Federal or state law. To effectuate the foregoing intention, each Guarantor and the Lender hereby irrevocably agrees that the Guaranteed Obligations guaranteed by each Guarantor shall be limited to such amount as will, after giving effect to such maximum amount and all other (contingent or otherwise) liabilities of such Guarantor that are relevant under such laws and after giving effect to any rights to contribution pursuant to any agreement providing for an equitable contribution among such Guarantor and the other Guarantors, result in the Guaranteed Obligations of such

Guarantor in respect of such maximum amount not constituting a fraudulent transfer or conveyance.

ARTICLE VI

COVENANTS OF THE BORROWER

SECTION 6.01. Affirmative Covenants. So long as any Advance shall remain unpaid or the Lender shall have any Commitment hereunder, each of the Obligors shall:

(a) Compliance with Laws, Etc. Comply with all applicable laws, rules, regulations and orders, including Environmental Laws, the ISM Code and the ISPS Code in all material respects.

(b) Compliance with Agreements. Comply with, observe and perform all of the terms, covenants and provisions of the Loan Documents to which it is a party.

(c) Preservation of Corporate Existence, Etc. Preserve and maintain its corporate existence, as well as its material rights and franchises.

(d) Visitation Rights. Permit at any reasonable time and from time to time, upon reasonable prior notice, the Lender or its representatives, at the Lender's risk and cost, to the extent reasonably requested, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, such Obligor and to discuss the affairs, finances and accounts of such Obligor with any of its officers or representatives and with its independent certified public accountants.

(e) Keeping of Books. Keep, and cause to be kept, proper books of record and account, in which full and correct entries shall be made in accordance with GAAP of all financial transactions and the assets and business of such Obligor to the extent necessary to permit the preparation of the financial statements required to be delivered hereunder.

(f) Maintenance of Properties, Etc. Maintain and preserve all of its properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(g) Approvals and Other Consents. Obtain all such governmental licenses, authorizations, consents, permits and approvals as are required, by applicable law or otherwise, for such Obligor to perform its obligations under this Agreement and all other Loan Documents, as well as all such governmental licenses, authorizations, consents, permits and approvals as are required by applicable law or otherwise, and which, in the reasonable opinion of the Lender, are material for the operation of the Vessels.

(h) Reporting Requirements. Furnish, or cause to be furnished, to the Lender:

(i) as soon as available and in any event within one hundred and eighty (180) days after the end of each fiscal year of the Borrower and its Subsidiaries, as well as of OSG and its Subsidiaries, the consolidated balance sheets of the Borrower and its Subsidiaries and OSG and its Subsidiaries, both as of the end of such year, and the related consolidated statements of profit and loss and changes in financial position of the Borrower and its Subsidiaries and OSG and its Subsidiaries for the fiscal year then ended, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and in each case certified by Ernst & Young LLP or by another independent public or chartered accountant satisfactory to the Lender stating that in making the examination necessary for the audit of such financial statements it has obtained no knowledge of the existence of any condition, event or act which constitutes a Default or Event of Default, or if it has obtained knowledge of the existence of any such condition, event or act, specifying the same;

(ii) as soon as available and in any event within ninety (90) days after the close of each of the first three quarterly accounting periods in each fiscal year of the Borrower and its Subsidiaries, as well as of OSG and its Subsidiaries, the consolidated balance sheets of the Borrower and its Subsidiaries and OSG and its Subsidiaries, both as of the end of such quarterly period, and the related consolidated statements of profit and loss and changes in financial position of the Borrower and its Subsidiaries and OSG and its Subsidiaries for the period then ended, setting forth in each case in comparative form the corresponding figures for the corresponding periods in the preceding fiscal year, all of which shall be certified by an officer of the Borrower or OSG, as the case may be, and subject only to normal year-end adjustments;

(iii) simultaneously with the delivery of each set of financial statements referred to in clauses (i) and (ii) above, a certificate of an officer of the Borrower stating whether any Default or Event of Default exists on the date of such certificate and, if any Default or Event of Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;

(iv) promptly upon the Borrower becoming aware of (A) the occurrence of a Default or Event of Default, or (B) the commencement of any action, suit, litigation or proceeding of the kind described in Section 4.01(g), a statement of an officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;

(v) promptly upon the mailing thereof to the shareholders of the Borrower generally, copies of all financial statements, reports and proxy statements so mailed;

(vi) if and when requested by the Lender, copies of all registration statements and reports on Forms 6-K and 20-F (or their equivalents) and Form 8-K (or its equivalent) and other material filings which the Borrower shall have filed with the Securities and Exchange Commission or any similar governmental authority, or any national securities exchange, including, any reports or other disclosures required to be made in relation to the Borrower under Regulation FD or the Sarbanes-Oxley Act of 2002; and

(vii) from time to time such additional information regarding the financial position, results of operations, business or prospects of the Borrower and its Subsidiaries and OSG and its Subsidiaries as the Lender may reasonably request.

(i) Payment of Obligations. Pay and discharge at or before maturity, all its material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be contested in good faith by appropriate proceedings, and maintain in accordance with GAAP appropriate reserves for the accrual of any of the same.

(j) Use of Proceeds. Use the proceeds of the Advances solely for the purposes set forth in the Preliminary Statement hereof.

(k) Maintenance of Insurance. Maintain insurance on any of its properties other than the Vessels, payable in United States Dollars, with responsible companies, in such amounts and against such risks as is usually carried by owners of similar businesses and properties in the same general areas in which it operates, and as shall be reasonably satisfactory to the Lender.

(l) Vessel Value Maintenance.

(i) ensure that the aggregate Fair Market Value of the Vessels subject to a Mortgage (plus the market value of any additional security for the time being actually provided to the Lender pursuant to this Section 6.01(1)(i)) is at all times not less than one hundred twenty percent (120%) of the sum of (A) the aggregate outstanding principal amount of the Advances plus (B) the notional amount or actual cost, if any (determined by the Lender), that would be payable by the Borrower to the Lender under Section 6(e)(i) of the Master Agreement if an Early Termination Date was deemed to have occurred in relation to all then subsisting Transactions after an Event of Default by the Borrower. If the Obligors at any time shall not be in compliance with the preceding sentence, and in any event within ten (10) days of being notified by the Lender of such noncompliance (which notification shall be conclusive and binding on the Obligors), the Obligors shall either: (1) provide the Lender with, or procure the provision to the Lender of, such additional security as shall in the opinion of the Lender be adequate to make up such deficiency, which additional security shall take such form, be constituted by such documentation and be entered into between such parties as the Lender in its absolute discretion may approve or require (and, if the Obligors do not make proposals satisfactory to the Lender in relation to such additional security within five (5) days of the date of the Lender's notification to the Obligors aforesaid, the Obligors shall be deemed to have elected to repay in accordance with (2) below); or (2) repay (subject to, and in accordance with Section 2.04(e), (g) and (h)) such part of the Advances as will ensure compliance with this Section 6.01(l)(i).

(ii) for purposes of this Section 6.01(l), at their expense, cause a valuation of each Vessel to be

made by an Approved Broker indicating the Fair Market Value of such Vessel at any time the Lender may request upon not less than five (5) days' prior written notice from the Lender to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, no more than one (1) such request shall be made during each calendar quarter. The Obligors shall supply to the Lender and to any relevant Approved Broker such information concerning the Vessels and their condition as such Approved Broker may require for the purpose of making valuations of the Vessels.

(m) Operating Account. In the case of the Borrower, Maintain the Operating Account with the Lender and cause all earnings in respect of the Vessels to be deposited into the Operating Account.

(n) "Know Your Customer" Documentation. Produce such documents and evidence as the Lender shall from time to time require based on applicable law and regulations from time to time and the Lender's own internal guidelines from time to time relating to the Lender's knowledge of its customers.

SECTION 6.02. Negative Covenants. So long as any Advance shall remain unpaid or the Lender shall have any Commitment hereunder, none of the Obligors shall:

(a) Liens, Etc. Create, incur, assume or suffer to exist any Lien on any of its properties whether now owned or hereafter acquired, or sign or file, under the Uniform Commercial Code (or analogous statute or law) of any jurisdiction, a financing statement that names it as debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement, or assign any right to receive income, other than: (i) Liens on Collateral in favor of the Lender, (ii) Liens permitted by the Loan Documents, (iii) Permitted Encumbrances, and (iv) in the case of the Borrower, Liens incurred in the ordinary course of its business and which do not secure Financial Indebtedness.

(b) Consolidations, Mergers. Consolidate or merge with or into any other Person.

(c) Sales, Etc. of Assets. Sell, transfer or otherwise dispose of any assets or grant any option or other right to purchase or otherwise acquire any Collateral other than

in the ordinary course of its business, except (i) sales in the ordinary course of its business and (ii) dispositions of obsolete, worn out or surplus property disposed of in the ordinary course of business; provided, that any Guarantor may sell the Vessel it owns but only if the Borrower shall be in compliance with the provisions of Sections 2.04(d) and 6.01(l) immediately after giving effect to such sale.

(d) Restrictions on Chartering. Without the consent of the Lender, which consent shall not unreasonably be withheld (i) let any Vessel on demise charter for any period; (ii) except for the Charters, enter into any time or consecutive voyage charter in respect of any Vessel for a term which exceeds, or which by virtue of any optional extensions may exceed, thirteen (13) months; (iii) enter into any charter in relation to any Vessel under which more than 2 months' hire (or the equivalent) is payable in advance; (iv) charter any Vessel otherwise than on bona fide arm's length terms at the time when such Vessel is fixed; (v) de-activate or lay up any Vessel; or (iv) put any Vessel into the possession of any Person for the purpose of work being done upon her in an amount exceeding or likely to exceed $2,000,000 (or the equivalent in any other currency) unless that Person has first given to the Lender and in terms satisfactory to it a written undertaking not to exercise any Lien on such Vessel or her earnings for the cost of such work or for any other reason.

(e) Change in Nature of Business. Engage in any line of business other than directly or indirectly owning and operating the Vessels.

(f) Debt. Create, incur, assume or suffer to exist any Debt other than (i) Debt under the Loan Documents, (ii) Debt for (A) trade payables and expenses accrued in the ordinary course of business and that are not overdue, or (B) customer advance payments and customer deposits received in the ordinary course of business, and (iii) Debt owing to Affiliates provided that such Debt is subordinated on terms and conditions acceptable to the Lender and subject in right of payment to the prior payment in full of all amounts outstanding under this Agreement and under the Notes.

(g) Dividends. Declare or pay any dividend of any kind or make any purchase or redemption of or distribution on any stock or other equity interest without the prior written consent of the Lender except that (i) any Guarantor may make distributions to the Borrower and (ii) for any Accounting

Period, the Borrower may pay a dividend, if and so long as both immediately before and after the declaration and payment of such dividend no Default or Event of Default shall have occurred and be continuing and the then aggregate Fair Market Value of the Vessels subject to a Mortgage (plus the market value of any additional security for the time being actually provided to the Lender pursuant to Section 6.01(l)(i))is not less than one hundred thirty five percent (135%) of the sum of (A) the aggregate outstanding principal amount of the Advances plus (B) the notional amount or actual cost, if any (determined by the Lender), that would be payable by the Borrower to the Lender under Section 6(e)(i) of the Master Agreement if an Early Termination Date was deemed to have occurred in relation to all the then subsisting Transactions after an Event of Default by the Borrower.

(h) Loans, Investments. Make any loan or advance to, make any investment in, or enter into any working capital maintenance or similar agreement with respect to any Person whether by acquisition of stock or indebtedness, by loan, guarantee or otherwise, except loans to another Obligor to the extent such Obligor is permitted to incur such Debt under Section 6.02(f).

(i) Acquisitions. Make any acquisition of an asset (other than a Vessel) outside the ordinary course of its business.

(j) Constitutive Document Amendments. Permit any amendment of its articles of incorporation and by-laws without giving the Lender prior written notice of such proposed amendment.

(k) Transactions with Affiliates. Enter into or become a party to any material transaction or arrangement with any Affiliate (including, without limitation, the purchase from, sale to or exchange of property with, or the rendering of any service by or for, any Affiliate), except pursuant to (i) the reasonable requirements of its business and upon terms which are fair and reasonable and in its best interests, or (ii) existing arrangements heretofore disclosed to the Lender in writing and approved by the Lender.

(l) Place of Business. Establish a place of business in the United States of America, the District of Columbia, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States of

America unless sixty (60) days' prior written notice of such establishment is given to the Lender.

(m) Approved Manager. Employ a manager of any Vessel other than an Approved Manager, or change the terms and conditions of the management of such Vessel in any material respect other than upon such terms and conditions as the Lender shall approve.

(n) Operating Account. Make any withdrawal from the Operating Account except, so long as no Event of Default shall have occurred and be continuing, any amount credited to the Operating Account shall be available to the Obligors to pay (i) the reasonable operating expenses of the Vessels, (ii) the principal amount of the Advances, interest thereon and any other amounts payable to the Lender hereunder or under the other Loan Documents, (iii) the reasonable overhead, legal and other expenses of the Obligors incurred in connection with their involvement in the acquisition, ownership and operation of the Vessels, as well as any other fees and expenses to which the Lender may in its reasonable discretion agree from time to time, and (iv) any dividends or distributions permitted under Section 6.02(g).

(o) Capital Stock. Permit the Borrower to issue any class of capital stock unless such stock is legally or effectively subordinated to the right of the Lender to payment of any and all amounts due to the Lender under this Agreement, under the Notes and under the Loan Documents.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01. Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) The Borrower shall fail to pay any installment of principal of any Advance when due and payable; or

(b) The Borrower shall fail to pay any interest on any Advance or any fee payable to the Lender hereunder, or the Borrower shall fail to make any other payment hereunder, in each case within three (3) Business Days after the same becomes due and payable; or

(c) Any representation or warranty made by any Obligor under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made or deemed made or confirmed; or

(d) (i) Any Obligor shall fail to perform or observe any term, covenant or agreement contained in Article VI or in Sections 6.01(h), 6.01(l) and 6.02 to be observed by it, or (ii) any Obligor shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied (A) beyond the expiration of any applicable notice and/or grace period or (B) if there is no applicable notice and/or grace period, for fifteen (15) days after written notice thereof shall have been given to the Borrower by the Lender; or

(e) Any Obligor shall fail to pay any principal of or premium or interest on any Debt which such Obligor is liable to pay, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt and the principal amount of all such aggregate unpaid Debt exceeds $2,000,000; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof; or

(f) Any Obligor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Obligor seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for

it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of forty-five (45) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Obligor shall take any corporate or company action to authorize any of the actions set forth above in this Section 7.01(f); or

(g) In the reasonable determination of the Lender, it becomes impossible or unlawful for any Obligor to fulfill any of the covenants and obligations required to be fulfilled as contained in any Loan Document or any of the instruments granting or creating rights in any of the Collateral in any material respect, or for the Lender to exercise any of the rights or remedies vested in it under any Loan Document, any of the Collateral or any of such instruments in any material respect; or

(h) Any judgment or order shall be rendered against any Obligor that is reasonably likely to result in a Material Adverse Effect with respect to such Obligor, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect unless such judgment or order shall have been vacated, satisfied, discharged or bonded pending appeal; or

(i) Any material provision of any Loan Document after delivery thereof pursuant to Sections 3.01, 3.02 or 3.03 shall for any reason cease to be valid and binding on or enforceable against any Borrower or any such Borrower shall so state in writing; or

(j) Any Collateral Document after delivery thereof shall for any reason (other than pursuant to the terms thereof) cease to create (i) in the case of any Mortgage, a valid first preferred mortgage under the Marshall Islands Maritime Act, 1990, as amended, or, if the Vessel is not registered in the Marshall Islands, a valid first preferred or first statutory mortgage under the laws of such Vessel's flag and (ii) in the case of any Assignment of Earnings, Assignment of Insurance or Charter Hire Guarantee Assignment, a valid and perfected first

priority Lien on the Collateral purported to be covered thereby; or

(k) An "Event of Default" as defined in any Mortgage shall occur; or

(l) A material breach by either party thereto shall occur under any of the Charters or by OSG under any Charter Hire Guarantee; or

(m) Notice of an Early Termination Date is given by the Lender under section 6(a) of the Master Agreement; or

(n) A person entitled to do so gives notice of an Early Termination Date under Section 6(b)(iv) of the Master Agreement; or

(o) An Event of Default (as defined in Section 14 of the Master Agreement) shall occur; or

(p) The Master Agreement is terminated, cancelled, suspended, rescinded or revoked or otherwise ceases to remain in full force and effect for any reason; or

(q) Any event occurs which in the reasonable opinion of the Lender has a Material Adverse Effect on the Obligors taken as a whole ;

then, and in any such event, the Lender may, by notice to the Borrower, (i) declare the Commitment and the obligation of the Lender to make the Advances available to be terminated, whereupon the same shall forthwith terminate, and (ii) declare the Notes, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that, in the event of an actual or deemed entry of an order for relief with respect to any of the Borrower under the Federal Bankruptcy Code, (A) the obligation of the Lender to make the Advances available shall automatically be terminated and (B) the Notes, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower and provided further, however, that if the Event of Default occurs due to a default of a

Guarantor in its obligations under a Charter, any or all of the Charterers shall have the right within thirty (30) days of the Lender giving notice to the Borrower of such default to purchase the Lender's position under this Agreement, the Notes and the other Loan Documents for a consideration equal to all amounts then due the Lender under this Agreement, the Notes and the other Loan Documents.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or of any of the Notes, nor consent to any departure by any Obligor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender or, if the Lender shall have assigned a part of its rights under this Agreement and the other Loan Documents pursuant to Section 8.06, by those Lenders holding not less than 66-2/3% of the Notes, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8.02. Notices, Etc. Except as otherwise provided for in this Agreement, all notices or other communications under or in respect of this Agreement to any party hereto shall be in writing (that is by letter or telefacsimile) and shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when dispatched (in the case of telefacsimile) to such party addressed to it at the address appearing below (or at such address as such party may hereafter specify for such purpose to the other by notice in writing):

(a) if to any Obligor:

c/o Double Hull Tankers, Inc.
26 New Street
St. Helier
Jersey JE2 3RA

Facsimile No: [•]

(b) if to the Lender:

Shipping Business Centre
5-10 Great Tower Street

London EC3P 3HY
England
Attention: Ship Finance Portfolio Management Team

Facsimile No: +44 207 615 0112

A notice or other communication received on a non-working day or after business hours in the place of receipt, shall be deemed to be served on the next following working day in such place.

SECTION 8.03. No Waiver, Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under any of the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8.04. Costs; Expenses. (a) Whether or not any Advance is made or the transactions contemplated by this Agreement are consummated (including the proposed execution and delivery of the other Loan Documents), the Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Lender in connection with the preparation, execution, delivery, administration, modification and amendment of the Loan Documents and the other documents to be delivered hereunder including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Lender with respect thereto, and for advising the Lender as to its rights and responsibilities, or the protection or preservation of rights or interests, under the Loan Documents. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Lender in connection with the enforcement of the Loan Documents and the other documents to be delivered hereunder, whether in action, suit, litigation, any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally or otherwise (including, without limitation, the reasonable fees and reasonable expenses of counsel for the Lender with respect thereto) and expenses in connection with the enforcement of rights under this Section 8.04(a).

(b) If any payment of principal of any Advance (or any relevant portion thereof) is made by the Borrower to the Lender other than on the last day of the Interest Period for such Advance (or relevant portion thereof), as a result of a payment pursuant to Section 2.04, acceleration of the maturity of the Notes pursuant to Section 7.01 or for any other reason,

the Borrower shall, upon demand by the Lender pay to the Lender any amounts required to compensate such Lender for any additional losses, costs or expenses which it may reasonably incur as a result of such payment, including, without limitation, any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by the Lender to fund or maintain such Advance (or any relevant portion thereof).

(c) Each of the Obligors jointly and severally agrees to indemnify and hold harmless the Lender and each of its Affiliates, and their respective officers, directors, employees, agents, advisors and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party, arising out of or in connection with or relating to (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the making of the Advances or consummation of any other transaction contemplated hereby, (ii) the Advances or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Environmentally Sensitive Material on or from any property owned or operated by any Obligor, or any Environmental Action related in any way to any Obligor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnified Party is a party thereto, except, with respect to any particular Indemnified Party, to the extent such claim, damage, loss, liability or expense is either admitted to by such Indemnified Party or found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct, provided that the foregoing exceptions to the liability of the Obligors with respect to such Indemnified Person shall not limit or affect the liability of the Obligors to any other Indemnified Party. Each of the Obligors jointly and severally further agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to any Obligor or any of their respective shareholders, members or creditors for or in connection with the transactions contemplated hereby, except, with respect to any particular Indemnified Party, to the extent such liability is either

admitted to by such Indemnified Party or found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. The indemnities of this Section 8.04(c) shall survive the termination of this Agreement and the other Loan Documents.

SECTION 8.05. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, the Lender is hereby authorized at any time and from time to time to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower to the Lender now or hereafter existing under this Agreement and under any of the Notes held by the Lender, whether or not the Lender shall have made any demand under this Agreement or under any of the Notes and although such obligations may be

unmatured. The Lender agrees promptly to notify the Borrower after any such set-off and application shall be made by the Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this Section 8.05 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

SECTION 8.06. Assignments and Participations. (a) This Agreement shall be binding upon and inure to the benefit of the Lender and the Borrower and their respective successors and permitted assigns.

(b) The Borrower may not assign or transfer all or any part of its rights and/or obligations under this Agreement.

(c) The Lender may, at the Lender's expense subject to the prior consent of the Borrower, which consent shall not unreasonably be withheld, assign or transfer all or any part of its rights or obligations under this Agreement and the other Loan Documents to one or more banks or other financial institutions; provided, however, that without such consent, the Lender may assign or transfer all or any part of its rights or obligations under this Agreement and the other Loan Documents to any Affiliate of the Lender or, if an Event of Default shall have occurred and is continuing, to any other Person. The Lender shall notify the Borrower promptly following any such assignment or transfer.

(d) The Lender may change its lending office without the consent of the Borrower provided that the Lender shall notify the Borrower promptly following any such change of lending office, such change of lending office shall not result in a Material Adverse Effect with respect to the Borrower and its Subsidiaries, taken as a whole, and such change shall be at no increased cost to the Borrower.

(e) The Lender may, at its own expense, sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including without limitation, all or a portion of its Commitment, any Advance and the Notes); provided, however, that (i) the Lender's obligations under this Agreement (including, without limitation, its Commitment to the Borrower hereunder) shall remain unchanged, (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Lender shall remain the holder of the Notes for all purposes of this Agreement, (iv) the Borrower shall continue to deal solely and directly with the Lender in connection with this Agreement and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by the Borrower therefrom, except to the extent that such amendment, waiver or consent would reduce or postpone any date fixed for payment of principal of, or interest on, any of the Notes or any fees or other amounts payable hereunder, in each case to the extent subject to such participation.

(f) The Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 8.06, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Obligors furnished to the Lender by or on behalf of the Obligors.

SECTION 8.07. Judgment. (a) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder or under any of the Notes in Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Lender could purchase Dollars with such other currency on the Business Day preceding that on which final judgment is given.

(b) The obligation of each Obligor in respect of any sum due from it to the Lender hereunder, under any of the Notes

or under any other Loan Document shall, notwithstanding any judgment in a currency other than Dollars, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in such other currency the Lender may in accordance with normal banking procedures purchase Dollars with such other currency; if the Dollars so purchased are less than the sum originally due to the Lender in Dollars, such Obligor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss, and if the Dollars so purchased exceed the sum originally due to the Lender in Dollars, the Lender agrees to remit to such Obligor such excess.

SECTION 8.08. Governing Law; Submission to Jurisdiction. (a) This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Each Obligor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each Obligor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State Court or, to the extent permitted by law, in such Federal court. Each Obligor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Subject to the foregoing and to paragraph (c) below, nothing in this Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement against any other party hereto in the courts of any jurisdiction.

(c) Each Obligor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or Federal court and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any immunity from jurisdiction of any court or from any legal process with respect to itself or its property.

(d) Each Obligor agrees that service of process may be made on it by personal service of a copy of the summons and complaint or other legal process in any such suit, action or proceeding, or by registered or certified mail (postage prepaid) to its address specified in Section 8.02, or by any

other method of service provided for under the applicable laws in effect in the State of New York.

SECTION 8.09. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 8.10. WAIVER OF JURY TRIAL. EACH OF THE OBLIGORS AND THE LENDER IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE ADVANCES OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

SECTION 8.11. Entire Agreement. This Agreement, the Notes and the other Loan Documents embody the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations and understandings, if any, relating to such subject matter.

SECTION 8.12. Severability of Provisions. Any provision of the Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

DOUBLE HULL TANKERS, INC.

By: _____
Name:
Title:

ANIA AFRAMAX CORPORATION

By: _____
Name:
Title:

ANN TANKER CORPORATION

By: _____
Name:
Title:

CATHY TANKER CORPORATION

By: _____
Name:
Title:

CHRIS TANKER CORPORATION

By: _____
Name:
Title:

REBECCA TANKER CORPORATION

By: _____
Name:
Title:

REGAL UNITY TANKER CORPORATION

By: _____
Name:
Title:

SOPHIE TANKER CORPORATION

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC

By: _____
Name:
Title:

Schedule I

The Mandatory Cost Rate will be calculated in accordance with the following formula:

$$\frac{F \times 0.01}{300}$$

where on the day(s) of application of the formula:

F. is the rate of charge payable by the Lender to the Financial Services Authority pursuant to paragraph 2 of the Fees Regulations (but where for this purpose, the figure at paragraph 2.02b/2.03b shall be deemed to be zero) and expressed in pounds per £1 million of the Fee Base of the Lender.

For the purposes of this Schedule:

Fee Base has the meaning ascribed to it for the purposes of, and all be calculated in accordance with, the Fees Regulations.

Fees Regulations means, as appropriate, either the Banking Supervision (Fees) Regulations 2000 or such regulations as from time to time may be in force, relating to the payment of fees for banking supervision in respect of periods subsequent to March 31, 2001.

Any reference to a provision of any statute, directive, order or regulation herein is a reference to that provision as amended or re-enacted from time to time.

If alternative or additional financial requirements are imposed which in the Lender's opinion make the formula set out above no longer appropriate, the Lender shall be entitled to stipulate such other formula as shall be suitable to apply in substitution for the formula set out above.

Schedule II

Initial Vessels

Owner	Vessel	Flag	Official No.	Charterer
Ania Aframax Corporation	ANIA	Marshall Islands		DHT Ania Aframax Corp.
Ann Tanker Corporation	OVERSEAS ANN	Marshall Islands		DHT Ann VLCC Corp.
Cathy Tanker Corporation	OVERSEAS CATHY	Marshall Islands		DHT Cathy Aframax Corp.
Chris Tanker Corporation	OVERSEAS CHRIS	Marshall Islands		DHT Chris VLCC Corp.
Rebecca Tanker Corporation	REBECCA	Marshall Islands		DHT Rebecca Aframax Corp.
Regal Unity Tanker Corporation	REGAL UNITY	Marshall Islands		DHT Regal Unity VLCC Corp.
Sophie Tanker Corporation	OVERSEAS SOPHIE	Marshall Islands		DHT Sophie Aframax corp.

Exhibit 10.2.1

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

1320 TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **ANN TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T OVERSEAS ANN (the "Vessel")**

Classification: **Lloyd's Register**
Built: **August 2001** by: **Hyundai Heavy Industries Co., Ltd., Ulsan, So. Korea**
Flag: **Marshall Islands** Place of Registration: **Majuro, Marshall Islands**
Call sign. **V7CV6** Register tonnage: **GRT: 157,883; NRT: 109,555**
Register number: **IMO #9217979**
on the following conditions:

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares of DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from Lloyd's Register issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

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16. Seagull training software.

17. All Seller's non-class computer software and server.

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
1320 TANKER CORPORATION

For the Buyer
ANN TANKER CORPORATION

By: /s/ Myles R. Itkin
Myles R. Itkin
Senior Vice President and Treasurer

By: /s/ Ole Jacob Diesen
Ole Jacob Diesen
Chief Executive Officer

Exhibit 10.2.2

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

1321 TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **CHRIS TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T OVERSEAS CHRIS (the "Vessel")**

Classification: **Lloyd's Register**
Built: **December 2001** by: **Hyundai Heavy Industries Co., Ltd., Ulsan, So. Korea**
Flag: **Marshall Islands** Place of Registration: **Majuro, Marshall Islands**
Call sign. **V7DA6** Register tonnage: **GRT: 157,883; NRT: 109,555**
Register number: **IMO #9217981**
on the following conditions:

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from Lloyd's Register issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

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16. Seagull training software.

17. All Seller's non-class computer software and server.

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
1320 TANKER CORPORATION

For the Buyer
CHRIS TANKER CORPORATION

By: /s/ Myles R. Itkin
Myles R. Itkin
Senior Vice President and Treasurer

By: /s/ Ole Jacob Diesen
Ole Jacob Diesen
Chief Executive Officer

Exhibit 10.2.3

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

REGENCY TANKERS CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **REGAL UNITY TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T REGAL UNITY (the "Vessel")**

Classification: **American Bureau of Shipping**
Built: **March 1997**
Flag: **Marshall Islands**
Call sign. **V7AS6**
Register number: **IMO #9118393**
on the following conditions:

by: **Universal Shipbuilding Corp. (ex-Hitachi Zosen Corp.), Ariake, Japan**
Place of Registration: **Majuro, Marshall Islands**
Register tonnage: **GRT: 164,371; NRT: 100,817**

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from American Bureau of Shipping issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

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3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

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14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

16. Seagull training software

17. All Seller's non-class computer software and server

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
REGENCY TANKERS CORPORATION

For the Buyer
REGAL UNITY TANKER CORPORATION

By: /s/ James I. Edelson
James I. Edelson
Secretary

By: /s/ Ole Jacob Diesen
Ole Jacob Diesen
Chief Executive Officer

Exhibit 10.2.4

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

TENTH AFRAMAX TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **CATHY TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T OVERSEAS CATHY (the "Vessel")**

Classification: **American Bureau of Shipping**
Built: **January 2004**
Flag: **Marshall Islands**
Call sign. **V7EM9**
Register number: **IMO #9248849**
on the following conditions:

by: **Hyundai Samho Heavy Industries Co. Ltd., Mokpo, So. Korea**
Place of Registration: **Majuro, Marshall Islands**
Register tonnage: **GRT: 62,371; NRT: 33,924**

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from American Bureau of Shipping issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

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3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

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14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

16. Seagull training software

17. All Seller's non-class computer software and server

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
TENTH AFRAMAX TANKER CORPORATION

For the Buyer
CATHY TANKER CORPORATION

By: /s/ Myles R. Itkin
Myles R. Itkin
Senior Vice President and Treasurer

By: /s/ Ole Jacob Diesen
Ole Jacob Diesen
Chief Executive Officer

Exhibit 10.2.5

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

NINTH AFRAMAX TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **SOPHIE TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T OVERSEAS SOPHIE (the "Vessel")**

Classification: **American Bureau of Shipping**
Built: **October 2003**
Flag: **Marshall Islands**
Call sign. **V7EM8**
Register number: **IMO #9248837**
on the following conditions:

by: **Hyundai Samho Heavy Industries Co. Ltd., Mokpo, So. Korea**
Place of Registration: **Majuro, Marshall Islands**
Register tonnage: **GRT: 62,371; NRT: 33,924**

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from American Bureau of Shipping issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

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3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

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14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

16. Seagull training software.

17. All Seller's non-class computer software and server.

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
NINTH AFRAMAX TANKER CORPORATION

For the Buyer
SOPHIE TANKER CORPORATION

By: /s/ James I. Edelson
James I. Edelson
Secretary

By: /s/ Ole Jacob Diesen
Ole Jacob Diesen
Chief Executive Officer

Exhibit 10.2.6

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

THIRD AFRAMAX TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **REBECCA TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T REBECCA (the "Vessel")**

Classification: **American Bureau of Shipping**
Built: **March 1994** by: **Hyundai Heavy Industries Co., Ltd., Ulsan, So. Korea**
Flag: **Marshall Islands** Place of Registration: **Majuro, Marshall Islands**
Call sign. **V7AX3** Register tonnage: **GRT: 53,341; NRT: 28,328**
Register number: **IMO #9043031**
on the following conditions:

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from American Bureau of Shipping issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

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3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

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14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

16. Seagull training software.

17. All Seller's non-class computer software and server.

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
THIRD AFRAMAX TANKER CORPORATION

For the Buyer
REBECCA TANKER CORPORATION

By: /s/ James I. Edelson

James I. Edelson
Secretary

By: /s/ Ole Jacob Diesen

Ole Jacob Diesen
Chief Executive Officer

MEMORANDUM OF AGREEMENT

Dated: September 20, 2005

SARGASSO TANKER CORPORATION, MAJURO, MARSHALL ISLANDS, hereinafter called the Seller, have agreed to sell and **ANIA TANKER CORPORATION, MAJURO, MARSHALL ISLANDS,** hereinafter called the Buyer, have agreed to purchase **M/T ANIA (the "Vessel")**

Classification: **American Bureau of Shipping**
Built: **December 1994** by: **Hyundai Heavy Industries Co., Ltd., Ulsan, So. Korea**
Flag: **Marshall Islands** Place of Registration: **Majuro, Marshall Islands**
Call sign. **V7AW3** Register tonnage: **GRT: 53,341; NRT: 28,328**
Register number: **IMO #9053672**
on the following conditions:

1. Purchase Price

The Purchase Price for the Vessel shall consist of common shares of Double Hull Tankers, Inc. ("DHT") and cash in the amounts set forth below, and shall be payable in accordance with Clause 3.

A. The number of common shares of DHT that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are issued to OSG International, Inc. in connection with the purchase of the seven vessels that will comprise DHT's initial fleet;

2. multiplying the result by the percentage that corresponds to the Vessel below:

Overseas Ann	21.5%
Overseas Chris	21.5%
Regal Unity	16.8%
Overseas Cathy	12.2%
Overseas Sophie	11.8%
Rebecca	8.1%
Ania	8.1%; and

3. dividing the result by the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees).

B. The amount of cash that will comprise the Purchase Price shall be determined by:

1. multiplying the initial public offering price per share of DHT common stock (without deduction for underwriters' discounts or fees) by the number of shares of DHT common stock that are sold to the public in the underwritten public offering (which, for the avoidance of doubt, excludes any shares issued to OSG International, Inc.) to obtain the "Gross IPO Proceeds" and then adding $236,000,000 to the Gross IPO Proceeds to obtain the "Gross Proceeds";

2. deducting from the Gross Proceeds: (i) the product of the Gross IPO Proceeds and 6%, (ii) all fees paid by DHT to The Royal Bank of Scotland in connection with its entering into its $401 million secured credit facility and (iii) the estimated total expenses of issuance and distribution found under the caption "Other Expenses of Issuance and Distribution" in the final prospectus related to the initial public offering of shares of DHT common stock to obtain "Net Proceeds"; and

3. multiplying Net Proceeds by the percentage that corresponds to the Vessel in the table in Section 1.A.2 above.

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2. Deposit

Security for the correct fulfillment of this contract has been waived.

3. Payment

In exchange for those delivery documents required to be delivered by Seller to Buyer in accordance with this MOA, Buyer shall deliver to Seller (i) the cash portion of the Purchase Price, to be paid on the Delivery Date (as defined below), net of any bank charges by wire transfer from Buyer's bank or its correspondent bank in New York City, United States to Seller's nominated bank account in New York City, and confirmed by Seller's nominated bank to have been received, and (ii) the portion of the Purchase Price paid in DHT shares, to be transferred on the Delivery Date (as defined below) into Seller's nominated custody account and confirmed to have been received.

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place at a place designated by OSG Ship Management, Inc. At such closing the Seller shall deliver to the Buyer the documents in accordance with Clause 16.

4. Inspections

The Buyer has inspected the Vessel and its class records between April and June, 2005 and has accepted the Vessel and such class records. This sale is therefore outright and subject only the terms and conditions of this MOA incorporating the terms set forth herein and not subject to any subsequent or additional inspections of the Vessel or her records by the Buyer.

5. Place and time of delivery

The Vessel shall be delivered and taken over safely afloat, at sea or at a safe port, at a safe berth, safely alongside or at a safe and readily accessible anchorage of anywhere in the Atlantic, Pacific or Indian Ocean(s), or Arabian, Caribbean, Mediterranean or Red Sea(s) or any connecting bodies of water or the islands thereof, within Institute Warranty Limits, all in the Seller's option, on the date of the closing of DHT's initial public offering (the "Delivery Date") after payment is received by the Seller and confirmed to be received in accordance with Clause 3.

The Seller shall keep the Buyer informed about the Vessel's schedule and the Vessel is to be delivered to the Buyer wherever the Vessel may be at the designated time and date of closing.

Should the Vessel become a total or constructive total loss before delivery this contract shall be considered null and void.

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6. Drydocking

No predelivery drydocking as per NSF 1987.

7. Spares/bunkers etc.

The Seller shall deliver the Vessel to the Buyer with everything belonging to her, unless excluded herein, on board, including broached/unbroached stores and with all spare parts and spare equipment including a spare anchor, a spare tail-end shaft or a spare propeller, if any. Forwarding charges, if any, shall be for the Buyer's account. The Seller is not required to replace spare parts, including spare tail-end shaft, spare propeller or a spare anchor, if any, which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyer. The wireless station/equipment and all navigational aids/equipment on board the Vessel, and the above items, shall be included in the sale without any extra cost to the Buyer. The Seller has the right to take ashore crockery, plate, cutlery, linen and other articles bearing the Seller's flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the vessels of the Seller, its parent or affiliates, shall be excluded without compensation. Personal belongings of master, officers and crew including slop chest to be excluded from the sale without compensation, as well as the additional items as per exclusions in Clause 18.

The Buyer shall not be required to pay for bunkers or lubricating oils and greases remaining onboard at the time of delivery, but the quantities of IFO and MDO/MGO and lubricating oils and greases at the time of delivery shall be recorded.

Items on Exclusions List as per Clause 18 are the only ones other than the personal effects of master, officers and crew and victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

8. Documentation

In exchange for payment of the Purchase Price, the Seller shall, on the Delivery Date, furnish the Buyer with the documents specified in Clause 17(A) of this Contract.

The Seller shall, on the Delivery Date, leave to the Buyer all classification certificates, not required to be returned to any Authority, as well as all plans etc. which are onboard the Vessel. Other technical documentation which may be in the Seller's possession shall promptly upon the Buyer's instructions be forwarded to the Buyer. The Seller may keep the log books kept up to the time of delivery, but the Buyer has the right to take copies of same at its own expense.

9. Encumbrances

The Seller warrants that the Vessel, at the time of delivery, is free from all encumbrances, mortgages, and maritime liens or any other debts whatsoever. However, the Vessel may be on a charter (voyage or time), and delivery shall not affect the performance of such charter. Should any claims which have been incurred prior to the time of delivery be made against the Vessel, the Seller hereby undertakes to indemnify the Buyer against all consequence of such claims.

10. Taxes etc.

Any taxes, fees and expenses connected with the purchase and registration under the Buyer's flag shall be for the Buyer's account, whereas similar charges connected with the closing of the Seller's register shall be for the Seller's account.

11. Condition on delivery

The Vessel, with everything belonging to her, shall be at the Seller's risk and expense until she is delivered to the Buyer on the Delivery Date. Subject to the terms of this contract, she shall be delivered and taken over as she is at the time of inspection, fair wear and tear excepted. The Vessel shall be delivered with her present class maintained, free of recommendations, and the Vessel's continuous survey cycles of machinery are to be clean and up-to-date. All trading, national/international certificates shall be valid and unextended on the Delivery

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Date. The Seller shall notify the Classification Society of any matters coming to their knowledge prior to delivery which upon being reported to the Classification Society would lead to the withdrawal of the Vessel's class or to the imposition of a recommendation relating to her class. If a

recommendation is issued by Class prior to the Vessel's delivery, the Seller will make arrangements to have the recommendation cleared at their time and expense in accordance with the Class recommendation that was issued.

12. Name/markings

(not applicable)

13. Buyer's default

Should the Purchase Price not be paid on the Delivery Date, the Seller has the right to cancel this contract.

14. Seller's default

If the Seller fails to execute a legal transfer or to deliver the Vessel with everything belonging to her (unless excluded herein) on the Delivery Date, the Buyer shall have the right to cancel this contract.

15. Arbitration

If any dispute should arise in connection with the interpretation and fulfillment of this contract, same shall be decided by arbitration in the city of New York, New York and shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of the single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the two Arbitrators already chosen unless they fail to agree or refuse to appoint a third Arbitrator in which case The Society of Maritime Arbitrators in New York City shall select the third Arbitrator.

If either of the appointed Arbitrators refuses or is incapable of acting, the party who appointed him, shall appoint a new Arbitrator in his place.

If one of the parties fails to appoint an Arbitrator — either originally or by way of substitution — for two weeks after the other party having appointed his Arbitrator has sent the party making default notice by mail, cable or telex to make the appointment, the party appointing the third Arbitrator shall, after application from the party having appointed his Arbitrator, also appoint an Arbitrator on behalf of the party making default.

The award rendered by the Arbitrators shall be final and binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction. The Arbitrators shall determine which party shall bear the expense of the arbitration or the proportion of such expense that each party shall bear. The Arbitrators shall be commercial men conversant with shipping matters. To the extent not otherwise set forth in this Contract or agreed by the parties, the rule of the Society of Maritime Arbitrators, Inc. shall apply.

This contract shall be governed by the law of the State of New York.

16. Closing and Delivery

The closing of the delivery of, and transfer of title to, the Vessel by the Seller to the Buyer shall take place on the Delivery Date after payment is received by Seller and is confirmed to be received in accordance with Clause 3, at a place designated by OSG Ship Management, Inc. The Seller's obligation to sell the Vessel and the Buyer's obligation to purchase the Vessel shall be conditioned upon delivery of (i) a time charter agreement and related charter framework agreement as described in the prospectus related to the initial public offering of shares by DHT by each of the parties thereto and (ii) a final underwriting agreement related to the initial public offering of shares of DHT by each of Overseas Shipholding Group, Inc., DHT and the underwriters party thereto.

The Seller shall keep the Buyer informed about the Vessel's schedule.

At such closing:

A. Seller shall deliver to Buyer the following documents:

1. Original notarized bill of sale in triplicate, in proper form for recording with the Marshall Islands authorities, transferring title to the vessel and everything belonging to her (unless excluded herein) to

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the Buyer free from all debts, claims, encumbrances, mortgages, and maritime liens and warranting such title.

2. Certificate of ownership and encumbrance issued by the Marshall Islands authorities dated on the Delivery Date evidencing ownership of the vessel by the Seller free and clear from all liens and encumbrances of record.

3. Permission from the Marshall Islands authorities to transfer the Vessel to the Buyer for re-registration under Marshall Islands flag.

4. Copies of Seller's Articles of Incorporation and By-laws and an incumbency certificate of the Seller.

5. Certificate of Good Standing.

6. Notarized copies of resolutions of the board of directors and shareholders of Seller authorizing the sale of the Vessel to the Buyer on the terms set forth in this MOA and the appointment of the Seller's attorneys-in-fact.

7. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Seller to execute and deliver all documents relevant to the sale and delivery of the Vessel, including the bill of sale for the Vessel.

8. A confirmation of class certificate from American Bureau of Shipping issued not earlier than three (3) business days prior to the Delivery Date, confirming that the Vessel is in class with certificates valid as onboard.

9. Written instructions directing the master to record the change of ownership in the Vessel's logbook at the time of delivery.

10. Commercial invoice in triplicate giving main particulars of the Vessel.

11. A copy of the Vessel's international/national, class and trading certificates as follows:

- Certificate of Registry
- International tonnage certificate
- Radio station license
- Safety construction certificate
- Safety radiotelegraphy certificate
- Oil pollution (IOPP) certificate
- Load line certificate
- Safe manning certificate
- Vessel's classification certificate
- Current SMC issued to the Vessel and doc as per the ISM code
- International ship security certificate

The Seller shall email scanned copies of draft documents prior to intended date of delivery and the Buyer shall provide comments on such draft documents. Seller also to provide reasonable additional documentation required for re-registration provided same is communicated prior to intended date of delivery.

B. The Buyer shall deliver to the Seller:

1. Payment of the Purchase Price as provided in Clauses 1 and 3 of this MOA.

2. A notarized power of attorney authorizing the officers and attorneys-in-fact of the Buyer to execute and deliver all documents relevant to the purchase of the Vessel, including this MOA.

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3. A notarized copy of resolutions of the board of directors of the Buyer authorizing the purchase of the Vessel from the Seller on the terms set forth in this MOA and authorizing the execution and delivery of the MOA, and any other documents required in connection therewith.

C. Buyer and Seller shall execute:

1. A protocol of delivery and acceptance fixing the place, date and time of the transfer of title to the Vessel.

17. Certain Included and Excluded Items

The Vessel shall be delivered with everything belonging to her as on board, unless excluded herein, including broached/unbroached stores and with all spare parts and spare equipment, wireless station/equipment and all navigational aids/equipment on board the Vessel. There is nothing ashore that belongs to the Vessel.

The above items shall be included in the sale without any extra cost to the Buyer. All spares shall be treated as per clause seven (7) of the NSF 1987.

Bunkers (IFO and MDO/MGO) and lubricating oils and greases remaining on board at the time of delivery are excluded from sale without compensation and remain the property of the Seller, who may transfer ownership of same to affiliates at or subsequent to delivery. Sale to exclude without compensation the personal effects of master, officers and crew.

Exclusions listed below are the only ones other than the personal effects of master, officers and crew, victualling (provisions) and leased gas bottles/cylinders which are excluded from the sale.

The following items are excluded from the sale without compensation and remain the property of the Seller, and the Seller may transfer ownership of same to affiliates at or subsequent to delivery. These items may remain on board at the sole discretion of and for the use and convenience of the Seller or its affiliate(s) (as the case may be) and may be removed at any time after delivery at the expense of such party.

1. All onboard log books up to the time and date of delivery for deck, engine and radio with the Buyer's right to photocopy these logs at its own expense.

2. Seller's company forms, documents / stationery and all correspondence and company manuals.

3. All ISPS, ISM and quality documentation and correspondence.

4. Vessel's Rydex communications e-mail system and server.

5. Training video library, books.

6. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles.

7. Crew/officers library / walport videos.

8. Master's slopchest/bonded stores; personal effects of master, officers and crew.

9. Personal hand-held computers.

10. Personal cell phones.

11. Contents of master's safe.

12. Arms / ammunition.

13. Works of art, originals, copies, prints, statues.

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14. Safety clothing / hats or other shirts/hats with logo of OSG and/or the Seller, otherwise unmarked items will remain.

15. Certificates/documents to be returned to authorities.

16. Seagull training software.

17. All Seller's non-class computer software and server.

18. Chartco digital chart updates system software.

19. Any rented or leased or third party's equipment are excluded from the sale of the Vessel whether or not removed from the Vessel prior to delivery.

18. Notices

All notices required to be given in accordance with this MOA shall be in writing, by email or fax and shall be addressed as follows:

To the Seller:

Mr. Charles F. Nolfo
OSG Ship Management, Inc.
511 Fifth Avenue, New York, NY 10017
Tele: 212 – 578 – 1807
Fax: 212 – 251 – 1139
e-mail: cnolfo@osg.com

To the Buyer:

Mr. Ole Jacob Diesen
Chief Executive Officer
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Tele: 44-1534-639759

19. No Representations or Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY AND NONE SHALL BE IMPLIED AS TO THE DESCRIPTION OR CONDITION OF THE VESSEL OR ITS FITNESS OR ELIGIBILITY FOR A PARTICULAR TRADE, REGISTRY OR PURPOSE, THE VESSEL'S PERFORMANCE, MERCHANTABILITY, INSURABILITY OR SEAWORTHINESS OR ITS COMPLIANCE WITH NATIONAL OR INTERNATIONAL CODES, CONVENTIONS, LAWS OR REGULATIONS.

If the Seller shall be unable to deliver the Vessel or the Buyer shall be unable to accept delivery of the Vessel due to outbreak of war, restraint of government, princes or people or other reasons that may be brought about by force majeure, the Seller or the Buyer may terminate this contract without any liability upon either party.

This contract or any interest herein may not be assigned by either party without the prior written consent of the other. Any assignment by either of the parties hereto in violation of the foregoing sentence shall be void. This contract may not be modified in any respect except in writing signed by both parties and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that the price, terms, and conditions of this contract will not be disclosed until it may be otherwise mutually agreed, unless such disclosure is required to be made in order to comply with any law, regulation, order or process binding on either of the parties or their respective parents, subsidiaries, agents, directors, officers or legal or accounting advisors.

For the Seller
SARGASSO TANKER CORPORATION.

For the Buyer
ANIA TANKER CORPORATION

By: /s/ James I. Edelson

James I. Edelson
Secretary

By: /s/ Ole Jacob Diesen

Ole Jacob Diesen
Chief Executive Officer

Code word for this Charter Party
"SHELLTIME 4"

Issued December 1984 amended December 2003

Time Charter Party
New York
[Date], 2005

IT IS THIS DAY AGREED between of (hereinafter referred to as "Owners"), being owners of the good motor vessel called ["OVERSEAS ANN"] (hereinafter referred to as "the vessel") described as per Clause 1 hereof and of (hereinafter referred to as "Charterers"):

Description And Condition of Vessel

1. At the date of delivery of the vessel under this charter and throughout the charter period:

(a) she shall be classed by a Classification Society which is a member of the International Association of Classification Societies;

(b) she shall be in every way fit to carry no heat crude petroleum and/or its dirty products; such as no heat Fuel Oil and Orimulsion in accordance with vessels class certificates, coating manufacturers resistance list and in accordance with the vessels stability trim and stress requirements.

(c) she shall be tight, staunch, strong, in good order and condition, and in every way fit for the service, with her machinery, boilers, hull and other equipment (including but not limited to hull stress calculator, radar, computers and computer systems) in a good and efficient state;

(d) her tanks, valves and pipelines shall be oil-tight;

(e) she shall be in every way fitted for burning IFO and MDO (if applicable), in accordance with the grades specified in Clause 29 hereof;

(f) she shall comply with the regulations in force so as to enable her to pass through the Suez Canal by day and night without delay;

(g) she shall have on board all certificates, documents and equipment required from time to time by any applicable law to enable her to perform the charter service without delay;

(h) she shall comply with the description in the Questionnaire 88, appended hereto provided however that if there is any conflict between the provisions of this questionnaire and any other provision, including this Clause 1, of this charter such other provisions shall govern;

(i) her flag, registry, and classification society shall not be changed;

(j) Owners will operate:

(i) a safety management system certified to comply with the International Safety Management Code ("ISM Code") for the Safe Operation of Ships and for Pollution Prevention;

(ii) a documented safe working procedures system (including procedures for the identification and mitigation of risks);

(iii) a documented environmental management system;

(iv) documented accident/incident reporting system compliant with flag state requirements;

(k) Owners shall maintain Health Safety Environmental ("HSE") records sufficient to demonstrate compliance with the requirements of their HSE system and of this charter. Charterers reserve the right to confirm compliance with HSE requirements by audit of Owners.

Shipboard Personnel and their Duties

2. (a) At the date of delivery of the vessel under this charter and throughout the charter period:

(i) she shall have a full and efficient complement of master, officers and crew for a vessel of her tonnage, who shall in any event be not less than the number required by the laws of the flag state and who shall be trained to operate the vessel and her equipment competently and safely;

(ii) all shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the law of the flag state;

(iii) all shipboard personnel shall be trained in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or subsequent versions thereof;

(iv) (See Clause 91).

(v) the terms of employment of the vessel's staff and crew will always remain acceptable to The International Transport Worker's Federation and the vessel will at all times carry a Blue Card; (See Clause 50e).

(vi) the nationality of the vessel's officers will not change without Charterers' prior agreement.

(b) Owners guarantee that throughout the charter service the master shall with the vessel's officers and crew, unless otherwise ordered by Charterers;

(i) prosecute all voyages with the utmost despatch;

(ii) render all customary assistance; and

(iii) load and discharge cargo as rapidly as possible when required by Charterers or their agents to do so, by night or by day, but always in accordance with the laws of the place of loading or discharging (as the case may be) and in each case in accordance with any applicable laws of the flag state.

Duty to Maintain

3. (a) Throughout the charter service Owners shall, whenever the passage of time, wear and tear or any event (whether or not coming within Clause 27 hereof) requires steps to be taken to maintain or restore the conditions stipulated in Clauses 1 and 2(a), exercise due diligence so to maintain or restore the vessel.

(b) If at any time whilst the vessel is on hire under this charter the vessel fails to comply with the requirements of Clauses 1, 2(a) or 10 then hire shall be reduced to the extent necessary to indemnify Charterers for such failure. If and to the extent that such failure affects the time taken by the vessel to perform any services under this charter, hire shall be reduced by an amount equal to the value, calculated at the rate of hire, of the time so lost.

Any reduction of hire under this sub-Clause (b) shall be without prejudice to any other remedy available to Charterers, but where such reduction of hire is in respect of time lost, such time shall be excluded from any calculation under Clause 24.

(c) If Owners are in breach of their obligations under Clause 3(a)), Charterers may so notify Owners in writing and if, after the expiry of 30 days following the receipt by Owners of any such notice, Owners have failed to demonstrate to Charterers' reasonable satisfaction the exercise of due diligence as required in Clause 3(a), the vessel shall be off-hire, and no further hire payments shall be due, until Owners have so demonstrated that they are exercising such due diligence.

(d) Owners shall advise Charterers immediately, in writing, should the vessel fail an inspection by, but not limited to, a governmental and/or port state authority, and/or terminal and/or major charterer of similar tonnage. Owners shall simultaneously advise Charterers of their proposed course of action to remedy the defects which have caused the failure of such inspection (see clause 57).

(e) If, in Charterers reasonably held view:

(i) failure of an inspection, or,

(ii) any finding of an inspection,

referred to in Clause 3(d), prevents normal commercial operations then Charterers have the option to place the vessel off-hire from the date and time that the vessel fails such inspection, or becomes commercially inoperable, until the date and time that the vessel passes a re-inspection by the same organisation, or becomes commercially operable, which shall be in a position no less favourable to Charterers than at which she went off-hire.

(f) Furthermore, at any time while the vessel is off-hire under this Clause 3 (with the exception of Clause 3(e)(ii)), Charterers have the option to terminate this charter by giving notice in writing with effect from the date on which such notice of termination is received by Owners or from any Later date stated in such notice. This sub-Clause (f) is without prejudice to any rights of Charterers or obligations of Owners under this charter or otherwise (including without limitation Charterers' rights under Clause 21 hereof).

Period, Trading Limits and Safe Places

4. (a) Owners agree to let and Charterers agree to hire the vessel for a period of (See clause 93). The last firm period shall having a tolerance of plus or minus 30 days in Charterers' option commencing from the time and date of delivery of the vessel under the Memorandum of Agreement (the "MOA") dated , 2005, for the purpose of carrying all lawful merchandise (subject always to Clause 28) including in particular:

Crude oil and its dirty products including no heat fuel Oil and Orimulsion in any part of the world, as Charterers shall direct, subject to the limits of the current British Institute Warranties and any subsequent amendments thereof excluding countries under U.N. and/or U.S. sanctions/embargoes. The vessel may trade to war zones, with Owners consent which not to be unreasonably withheld, in which case, Charterers to pay for the additional premium. Notwithstanding the foregoing, but subject to Clause 35, Charterers may order the vessel to ice-bound waters or to any part of the world outside such limits provided that Owner's consent thereto (such consent not to be unreasonably withheld) and that Charterers pay for any insurance premium required by the vessel's underwriters as a consequence of such order.

(b) Any time during which the vessel is off-hire under this charter may be added to the last firm charter period in Charterers' option up to the total amount of time spent off-hire. In such cases the rate of hire will be that prevailing at the time the vessel would, but for the provisions of this Clause, have been redelivered.

(c) Charterers shall use due diligence to ensure that the vessel is only employed between and at safe places (which expression when used in this charter shall include ports, berths, wharves, docks, anchorages, submarine lines, alongside vessels or lighters, and other locations including locations at sea) where she can safely lie always afloat. Notwithstanding anything contained in this or any other clause of this charter, Charterers do not warrant the safety of any place to which they order the vessel and shall be under no

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liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid. Subject as above, the vessel shall be loaded and discharged at any places as Charterers may direct, provided that Charterers shall exercise due diligence to ensure that any ship-to-ship transfer operations shall conform to standards not less than those set out in the latest published edition of the ICS/OCIMF Ship-to-Ship Transfer Guide.

(d) The vessel shall be delivered by Owners at a safe port or at sea in Charterer's option and redelivered to Owners at one safe port or at sea, worldwide at Charterer's option.

(e) The vessel will deliver with last cargo of crude and/or its dirty products and will redeliver with last cargo of crude and/or its dirty products

(f) Charterers are required to give Owners 30 days prior approximate notice of redelivery and 5/3/2/1 day(s) definite notice of redelivery and place.

Laydays/Canceling

5. The delivery of the vessel under this charter shall be deemed to have occurred and this Charter shall be effective as of the date of the delivery of the vessel from the Sellers to the Buyers (Owners) under the terms of the MOA Between and dated , 2005.

The vessel may be on a voyage or time charter at the time of delivery. Charterers accept this Charter subject to such charters (which become sub-charters to this time charter) upon delivery. Furthermore, notwithstanding anything to the contrary contained in this charter, including but not limited to Clause 1 hereof, the charterer accepts the vessel in the condition it is in at the time of delivery, including the vetting status, and agrees that at such time the vessel satisfies the standard set forth in Clause 1.

Owners to Provide

6. Owners undertake to provide and to pay for all provisions, wages (including but not limited to all overtime payments), and shipping and discharging fees and all other expenses of the master, officers And crew; also, except as provided in Clauses 4 and 34 hereof, for all insurance on the vessel, for all Deck, cabin and engine-room stores, and for water (limited to crew only); for all drydocking, overhaul, maintenance and repairs to the vessel. Owners' obligations under this Clause 6 extend to all liabilities for customs or import duties arising at any time during the performance of this charter in relation to the personal effects of the master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which Owners are to provide and pay for and Owners shall refund to Charterers any sums Charterers or their agents may have paid or been compelled to pay in respect of any such liability. Any amounts allowable in general average for wages and provisions and stores shall be credited to Charterers insofar as such amounts are in respect of a Period when the vessel is on-hire.

Charterers to Provide

7. (a) Charterers shall provide and pay for all fuel (except for fuel used for domestic services), towage and pilotage and shall pay agency fees, port charges, commissions, expenses of loading and unloading cargoes, canal dues, and tax/dues on cargo/freight and all charges other than those payable by Owners in accordance with Clause 6 hereof, provided that all charges for the said items shall be for Owners' account when such items are consumed, employed or incurred for Owners' purposes or while the vessel is off-hire (unless such items reasonably relate to any service given or distance made good and taken into account under Clause 21 or 22); and provided further that any fuel used in connection with a general average sacrifice or expenditure shall be paid for by Owners. OPA charges to be paid by Charterers, COFR to be arranged and paid for by Owners.

(b) In respect of bunkers consumed for Owners' purposes these will be charged on each occasion by Charterers on a "first-in-first-out" basis valued on the prices actually paid by Charterers.

(c) If the trading limits of this charter include ports in the United States of America and/or its protectorates then Charterers shall reimburse Owners for port specific charges relating to additional premiums charged by providers of oil pollution cover, when incurred by the vessel calling at ports in the United States of America and/or its protectorates in accordance with Charterers orders. The liability to reimburse Owners shall not apply where the OPA charges has arisen through the actions of the Owner.

Rate of Hire

8. (See Clause 99).

Payment of Hire

9. Subject to Clause 3 (c) and 3 (e), payment of hire shall be made in immediately available funds to:

Account:

in United States Dollars per calendar month in advance, less:

(i) any hire paid which Charterers reasonably estimate to relate to off-hire periods, and,

(ii) any amounts disbursed on Owners' behalf, any advances and commission therein, and charges which are for Owners' account pursuant to any provision hereof, and;

(iii) any amounts due or reasonably estimated to become due to Charterers under Clause 3(c) or 24 hereof,

any such adjustments to be made at the due date, which shall be the 27th day of the preceding month for which payment is being made, for the next monthly payment after the facts have been ascertained. Charterers shall not be responsible for any delay or error by Owners' bank in crediting Owners' account provided that Charterers have made proper and timely payment.

In default of such proper and timely payment:

(a) Owners shall notify Charterers of such default and Charterers shall within seven days of receipt of such notice pay to Owners the amount due, including interest, failing which Owners may withdraw the vessel from the service of Charterers without prejudice to any other rights Owners may have under this charter or otherwise; and;

(b) Interest on any amount due but not paid on the due date shall accrue from the day after that date up to and including the day when payment is made, at a rate per annum which shall be 1% above the U.S. Prime Rate as published in the Wall Street Journal as effective for each day the amount is outstanding, or, if no such interest rate is published for a given day, the interest rate published for the next preceding day for which such a rate was so published, computed on an actual/365 basis.

Space Available to Charterers

10. The whole reach, burthen and decks on the vessel and any passenger accommodation (including Owners' suite) shall be at Charterers' disposal, reserving only proper and sufficient space for the vessel's master, officers, crew, tackle, apparel, furniture, provisions and stores.

Segregated Ballast

11. In connection with the Council of the European Union Regulation on the Implementation of IMO Resolution A747(18) Owners will ensure that the following entry is made on the International Tonnage Certificate (1969) under the section headed "remarks".

"The segregated ballast tanks comply with the Regulation 13 of Annex 1 of the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto, and the total tonnage of such tanks exclusively used for the carriage of segregated water ballast is . The reduced gross tonnage which should be used for the calculation of tonnage based fees is ".

Instructions and Logs

12. Charterers shall from time to time give the master all requisite instructions and sailing directions, and the master shall keep a full and correct log of the voyage or voyages, which Charterers or their agents may inspect as required. The master shall when required furnish Charterers or their agents with a true copy of such log and with properly completed loading and discharging port sheets and voyage reports for each voyage and other returns as Charterers may require. Charterers shall be entitled to take copies at Owners' expense of any such documents which are not provided by the master. Owner's crew to be trained to operate and to utilize Charter Operations System (CHOPS) as directed by Charterer.

Bills of Lading

13. (a) The master (although appointed by Owners) shall be under the orders and direction of Charterers as regards employment of the vessel, agency and other arrangements, and shall sign Bills of Lading as Charterers or their agents may direct (subject always to Clauses 35(a) and 40) without prejudice to this charter. Charterers hereby indemnify Owners against all consequences or liabilities that may arise;

(i) from signing Bills of Lading in accordance with the directions of Charterers or their agents, to the extent that the terms of such Bills of Lading fail to conform to the requirements of this charter, or (except as provided in Clause 13(b) from the master otherwise complying with Charterers' or their agents' orders;

(ii) from any irregularities in papers supplied by Charterers or their agents.

(b) Notwithstanding the foregoing, Owners shall not be obliged to comply with any orders from Charterers to discharge all or part of the cargo:

(i) at any place other than shown on the Bill of Lading and/or

(ii) without presentation of an original Bill of Lading

unless they receive from Charterers both written confirmation of such orders and an indemnity in a form acceptable to Owners (See Clause 49).

Conduct of Vessel's Personnel

14. If Charterers complain of the conduct of the master or any of the officers or crew, Owners shall immediately investigate the complaint. If the complaint proves to be well founded, Owners shall, without delay, make a change in the appointments and Owners shall in any event communicate the result of their investigations to Charterers as soon as possible.

Bunkers at Delivery and Redelivery

15. There shall be no physical payment for bunkers on board at the time of delivery. Owners shall on redelivery (whether it occurs at the end of the charter or on the earlier termination of this charter) accept and pay for all bunkers remaining on board, at the price actually paid, on a "first-in-first-out" basis. Such prices are to be supported by paid invoices.

Vessel to be delivered to and redelivered from the charter with, at least, a quantity of bunkers on board sufficient to reach the nearest main bunkering port.

Notwithstanding anything contained in this charter all bunkers on board the vessel shall, throughout the duration of this charter, remain the property of Charterers and can only be purchased on the terms specified in the charter at the end of the charter period or, if earlier, at the termination of the charter.

Stevedores, Pilots, Tugs

16. Stevedores, when required, shall be employed and paid by Charterers, but this shall not relieve Owners from responsibility at all times for proper stowage, which must be controlled by the master who shall keep a strict account of all cargo loaded and discharged. Owners hereby indemnify Charterers, their servants and agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots, tugboats or stevedores, who although employed by Charterers shall be deemed to be the servants of and in the service of Owners and under their instructions (even if such pilots, tugboat personnel or stevedores are in fact the servants of Charterers their agents or any affiliated company); provided, however, that:

    (a) the foregoing indemnity shall not exceed the amount to which Owners would have been entitled to limit their liability if they had themselves employed such pilots, tugboats or stevedores, and;

    (b) Charterers shall be liable for any damage to the vessel caused by or arising out of the use of stevedores, fair wear and tear excepted, to the extent that Owners are unable by the exercise of due diligence to obtain redress therefor from stevedores.

Super-Numeraries

17. Charterers may send representatives in the vessel's available accommodation upon any voyage made under this charter, Owners finding provisions and all requisites as supplied to officers, except alcohol. Charterers paying at the rate of United States Dollars 20 (twenty) per day for each representative while on board the vessel.

Sub-letting/Assignment/Novation

18. Charterers may sub-let the vessel, but shall always remain responsible to Owners for due fulfilment of this charter.

Final Voyage

19. If when a payment of hire is due hereunder Charterers reasonably expect to redeliver the vessel before the next payment of hire would fall due, the hire to be paid shall be assessed on Charterers' reasonable estimate of the time necessary to complete Charterers' programme up to redelivery, and from which estimate Charterers may deduct amounts due or reasonably expected to become due for:

    (a) disbursements on Owners' behalf or charges for Owners' account pursuant to any provision hereof, and;

    (b) bunkers on board at redelivery pursuant to Clause 15.

    Promptly after redelivery any overpayment shall be refunded by Owners or any underpayment made good by Charterers.

If at the time this charter would otherwise terminate in accordance with Clause 4 the vessel is on a ballast voyage to a port of redelivery or is upon a laden voyage, Charterers shall continue to have the use of the vessel at the same rate and conditions as stand herein for as long as necessary to complete such ballast voyage, or to complete such laden voyage and return to a port of redelivery as provided by this charter, as the case may be.

Loss of Vessel

20. Should the vessel be lost, this charter shall terminate and hire shall cease at noon (GMT) on the day of her loss; should the vessel be a constructive total loss, this charter shall terminate and hire shall cease at noon (GMT) on the day on which the vessel's underwriters agree that the vessel is a constructive total loss; should the vessel be missing, this charter shall terminate and hire shall cease at noon (GMT) on the day on which she was last heard of. Any hire paid in advance and not earned shall be returned to Charterers and Owners shall reimburse Charterers for the value of the estimated quantity of bunkers on board at the time of termination, at the price paid by Charterers at the last bunkering port.

Off-hire

21. (a) On each and every occasion that there is loss of time (whether by way of interruption in the vessel's service or, from reduction in the vessel's performance, or in any other manner):

        (i) due to deficiency of personnel or stores; repairs; gas-freeing for repairs; time in and waiting to enter dry dock for repairs; breakdown (whether partial or total) of machinery, boilers or other parts of the vessel or her equipment (including without limitation tank coatings); overhaul, maintenance or survey; collision, stranding, accident or damage to the vessel; or any other similar cause preventing the efficient working of the vessel; and such loss continues for more than three consecutive hours (if resulting from interruption in the vessel's service) or cumulates to more than three hours (if resulting from partial loss of service); or;

        (ii) due to industrial action, refusal to sail, breach of orders or neglect of duty on the part of the master, officers or crew; or;

        (iii) for the purpose of obtaining medical advice or treatment for or landing any sick or injured person (other than a Charterers' representative carried under Clause 17 hereof) or for the purpose of landing the body of any person (other than a Charterers' representative), and such loss continues for more than three consecutive hours; or;

(iv) due to any delay in quarantine arising from the master, officers or crew having had communication with the shore at any infected area without the written consent or instructions of Charterers or their agents, or to any detention by customs or other authorities caused by smuggling or other infraction of local law on the part of the master, officers, or crew; or;

(v) due to detention of the vessel by authorities at home or abroad attributable to legal action against or breach of regulations by the vessel, the vessel's owners, or Owners (unless brought about by the act or neglect of Charterers); then; without prejudice to Charterers' rights under Clause 3 or to any other rights of Charterers hereunder, or otherwise, the vessel shall be off-hire from the commencement of such loss of time until she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which such loss of time commenced; provided, however, that any service given or distance made good by the vessel whilst off-hire shall be taken into account in assessing the amount to be deducted from hire.

(vi) Charterers shall keep owners/master advised of vessels schedule to allow Owners the opportunity to make use of any idle time for the purpose of maintenance during the charter. Such idle time not to count as off-hire.

(b) If the vessel fails to proceed at any guaranteed speed pursuant to Clause 24, and such failure arises wholly or partly from any of the causes set out in Clause 21(a) above, then the period for which the vessel shall be off-hire under this Clause 21 shall be the difference between:

(i) the time the vessel would have required to perform the relevant service at such guaranteed speed, and;

(ii) the time actually taken to perform such service (including any loss of time arising from interruption in the performance of such service).

For the avoidance of doubt, all time included under (ii) above shall be excluded from any computation under Clause 24.

(c) Further and without prejudice to the foregoing, in the event of the vessel deviating (which expression includes without limitation putting back, or putting into any port other than that to which she is bound under the instructions of Charterers) for any cause or purpose mentioned in Clause 21(a), the vessel shall be off-hire from the commencement of such deviation until the time when she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which the deviation commenced, provided, however, that any service given or distance made good by the vessel whilst so off-hire shall be taken into account in assessing the amount to be deducted from hire. If the vessel, for any cause or purpose mentioned in Clause 21(a), puts into any port other than the port to which she is bound on the instructions of Charterers, the port charges, pilotage and other expenses at such port shall be borne by Owners. Should the vessel be driven into any port or anchorage by stress of weather hire shall continue to be due and payable during any time lost thereby.

(d) If the vessel's flag state becomes engaged in hostilities, and Charterers in consequence of such hostilities find it commercially impracticable to employ the vessel and have given Owners written notice thereof then from the date of receipt by Owners of such notice until the termination of such commercial impracticability the vessel shall be off-hire and Owners shall have the right to employ the vessel on their own account.

(e) Time during which the vessel is off-hire under this charter shall count as part of the charter period except where Charterers declare their option to add off-hire periods under Clause 4(b)).

(f) All references to "time" in this charter party shall be references to GMT except where otherwise stated.

(g) Off hire under this charter refers to both Basic Hire as well as Additional Hire Payment Amount. Since there is no Additional Hire Payment Amount earned for any period the Vessel is off-hire, there shall not be any deduction of Additional Hire Payment Amount for any such period of off-hire.

Periodical Drydocking

22. (a) Owners have the right and obligation to drydock the vessel at regular intervals not exceeding 5 years. On each occasion Owners shall propose to Charterers a date on which they wish to drydock the vessel, not less than 90 days before such date and Charterers shall offer a port for such periodical drydocking and shall take all reasonable steps to make the vessel available as near to such date as practicable.

Owners shall put the vessel in drydock at their expense as soon as practicable after Charterers place the vessel at Owners' disposal clear of cargo other than tank washings and residues. Owners shall be responsible for and pay for the disposal into reception facilities of such tank washings and residues and shall have the right to retain any monies received therefor, without prejudice to any claim for loss of cargo under any Bill of Lading or this charter.

(b) If a periodical drydocking is carried out in the port offered by Charterers (which must have suitable accommodation for the purpose and reception facilities for tank washings and residues), the vessel shall

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be off-hire from the time she arrives at such port until drydocking is completed and she is in every way ready to resume Charterers' service and is at the position at which she went off-hire or a position no less favourable to Charterers, whichever she first attains. However:

(i) provided that Owners exercise due diligence in gas-freeing, any time lost in gas-freeing to the standard required for entry into drydock for cleaning and painting the hull shall not count as off-hire, whether lost on passage to the drydocking port or after arrival there (notwithstanding Clause 21), and;

(ii) any additional time lost in further gas-freeing to meet the standard required for hot work or entry to cargo tanks shall count as off-hire, whether lost on passage to the drydocking port or after arrival there.

Any time which, but for sub-Clause (i) above, would be off-hire, shall not be included in any calculation under Clause 24.

The expenses of gas-freeing, including without limitation the cost of bunkers, shall be for Owners account.

(c) If Owners require the vessel, instead of proceeding to the offered port, to carry out periodical drydocking at a special port selected by them, the vessel shall be off-hire from the time when she is released to proceed to the special port until she next presents for loading in accordance with Charterers' instructions, provided, however, that Charterers shall credit Owners with the time which would have been taken on passage at the service speed had the vessel not proceeded to drydock. All fuel consumed shall be paid for by Owners but Charterers shall credit Owners with the value of the fuel which would have been used on such notional passage calculated at the guaranteed daily consumption for the service speed, and shall further credit Owners with any benefit they may gain in purchasing bunkers at the special port.

(d) Charterers shall, insofar as cleaning for periodical drydocking may have reduced the amount of tank-cleaning necessary to meet Charterers' requirements, credit Owners with the value of any bunkers which Charterers calculate to have been saved thereby, whether the vessel drydocks at an offered or a special port.

Ship Inspection

23. (See Clause 83).

Detailed Description and Performance

24. Owners guarantee that the speed and consumption of the vessel shall be as follows: (see Clause 78).

The bunker consumptions are for all purposes except cargo heating, purging and tank cleaning and shall be pro-rated between the speeds shown.

Charterer may order the vessel to proceed at any speed above/below the guaranteed speed, weather and safe navigation permitting.

If the vessel is ordered to proceed at any speed other than the highest speed and the average speed actually attained by the vessel during the currency of such order exceeds such ordered speed plus 0.5 knots (the "maximum recognised speed"), then for the purpose of calculating a decrease of hire under this Clause 24 the maximum recognised speed shall be used in place of the average speed actually attained.

For the purposes of this charter the "guaranteed speed" at any time shall be the then-current ordered speed or the service speed, as the case may be.

The average speeds and bunker consumptions shall for the purposes of this Clause 24 be calculated by reference to the observed distance from pilot station to pilot station on all sea passages during each period stipulated in Clause 24(c), but excluding any time during which the vessel is (or but for Clause 22(b)(i) would be) off-hire and also excluding "Adverse Weather Periods", being:

(i) any periods during which reduction of speed is necessary for safety in congested waters or in poor visibility;

(ii) any days, noon to noon, when winds exceed force 5 on the Beaufort Scale for more than 12 hours.

(b) If during any half year (i.e., 6 calendar months) period from the date on which the vessel enters service and continuing for each succeeding 6 calendar month period thereafter, the vessel falls below the performance guaranteed in Clause 24(a) then if such shortfall results:

(i) from a reduction in the average speed of the vessel, compared to the speed guaranteed in Clause 24(a), then an amount equal to the value at the hire rate of the time so lost shall be included in the performance calculation;

(ii) from an increase in the total bunkers consumed, compared to the total bunkers which would have been consumed had the vessel performed as guaranteed in Clause 24(a), an amount equivalent to the value of the additional bunkers consumed or based on the average price paid by Charterers for the vessel's bunkers in such period, shall be included in the performance calculation.

The results of the performance calculation for laden and ballast mileage respectively shall be adjusted to take into account the mileage steamed in each such condition during Adverse Weather Periods, by dividing such deduction by the number of miles over which the performance has been calculated and multiplying by the same number of miles plus the miles steamed during the Adverse Weather Periods, in order to establish the total performance calculation for such period.

Reduction of hire under the foregoing sub-Clause (b) shall be without prejudice to any other remedy available to Charterers.

(c) Calculations under this Clause 24 shall be made every 6 months terminating on each successive anniversary of the date on which the vessel enters service, and for the period between the last such anniversary and the date of termination of this charter if less than a year. Claims in respect of reduction of hire arising under this Clause during the final year or part year of the charter period shall in the first instance be settled in accordance with Charterers' estimate made two months before the end of the charter period. Any necessary adjustment after this charter terminates shall be made by payment by Owners to Charterers.

(d) Owners and Charterers agree that this Clause 24 is assessed on the basis that Owners are not entitled to additional hire for performance in excess of the speeds and consumptions given in this Clause 24.

It is understood between Owner and Charterers that any speed over performance and/or fuel under consumption are to be credited to any under performance/over consumption during the (6) months review period, but no over performance and/or under consumption bonus shall be paid to owners.

Salvage

25. Subject to the provisions of Clause 21 hereof, all loss of time and all expenses (excluding any damage to or loss of the vessel or tortious liabilities to third parties) incurred in saving or attempting to save life or in successful or unsuccessful attempts at salvage shall be borne equally by Owners and Charterers provided that Charterers shall not be liable to contribute towards any salvage payable by Owners arising in any way out of services rendered under this Clause 25.

All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers after deducting the master's, officers' and crew's share.

Lien

26. Owners shall have a lien upon all cargoes and all freights, sub-freights and demurrage for any amounts due under this charter; and Charterers shall have a lien on the vessel for all monies paid in advance and not earned, and for all claims for damages arising from any breach by Owners of this charter.

Exceptions

27. (a) The vessel, her master and Owners shall not, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure arising or resulting from any act, neglect or default of the master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire, unless caused by the actual fault or privity of Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery; provided, however, that Clauses 1, 2, 3, and 24 hereof shall be unaffected by the foregoing. Further, neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter expressly provided, be liable for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, lock-outs, riots, restraints of labour, civil commotions or arrest or restraint of princes, rulers or people.

(b) The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress and to deviate for the purpose of saving life or property.

(c) Clause 27(a) shall not apply to, or affect any liability of Owners or the vessel or any other relevant person in respect of:

(i) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane or other works or equipment whatsoever at or near any place to which the vessel may proceed under this charter, whether or not such works or equipment belong to Charterers, or;

(ii) any claim (whether brought by Charterers or any other person) arising out of any loss of or damage to or in connection with cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules or the Hamburg Rules, as the case may be, which ought pursuant to Clause 38 hereof to have been incorporated in the relevant Bill of Lading (whether or not such Rules were so incorporated) or, if no such Bill of Lading is issued, to the Hague-Visby Rules unless the Hamburg Rules compulsorily apply in which case to the Hamburg Rules.

(d) In particular and without limitation, the foregoing subsections (a) and (b) of this Clause shall not apply to or in any way affect any provision in this charter relating to off-hire or to reduction of hire.

Injurious Cargoes

28. No acids, explosives or cargoes injurious to the vessel shall be shipped and without prejudice to the foregoing any damage to the vessel caused by the shipment of any such cargo, and the time taken to repair such damage, shall be for Charterers' account. No voyage shall be undertaken, nor any goods or cargoes loaded, that would expose the vessel to capture or seizure by rulers or governments.

Grade of Bunkers

29. Charterers shall supply the vessel with IFO 380 CST RMG 35 as per ISO 8217:1996 (E) requirements for Marine residual fuels and MDO (if applicable) DMB distillate diesel as per ISO 8217:1996 (E) requirements for Marine distillate fuels. Specifications are subject to any revisions of the ISO standards over the term of this charter (See Clause 62).

Disbursements

30. Should the master require advances for ordinary disbursements at any port, Charterers or their agents shall make such advances to him, in consideration of which Owners shall pay a commission of two and a half per cent, and all such advances and commission shall be deducted from hire.

Laying-up

31. Charterers shall have the option, after consultation with Owners, of requiring Owners to lay up the vessel at a safe place nominated by Charterers, in which case the hire provided for under this charter shall be adjusted to reflect any net increases in expenditure reasonably incurred or any net saving which should reasonably be made by Owners as a result of such lay up. Charterers may exercise the said option any number of times during the charter period.

Requisition

32. Should the vessel be requisitioned by any government, de facto or de jure, during the period of this charter, the vessel shall be off-hire during the period of such requisition, and any hire paid by such governments in respect of such requisition period shall be for Owners' account. Any such requisition period shall not count as part of the charter period and the cumulative requisition time may, at the sole discretion of the Charterer, be added to the end of the firm charter period at a rate in effect at the time the off hire was incurred.

Outbreak of War

33. If war or hostilities break out between any two or more of the following countries: U.S.A., the countries or republics having been part of the former U.S.S.R. (except that declaration of war or hostilities solely between any two or more of the countries or republics having been part of the former USSR shall be exempted), P.R.C., U.K., Netherlands, then both Owners and Charterers shall have the right to cancel this charter provided that the hostilities directly interfere with the vessels trading under Clause 4.

Additional War Expenses

34. If the vessel is ordered to trade in areas where there is war (de facto or de jure) or threat of war, Charterers shall reimburse Owners for any additional insurance premia, crew bonuses and other expenses which are reasonably incurred by Owners as a consequence of such orders, provided that Charterers are given notice of such expenses as soon as practicable and in any event before such expenses are incurred, and provided further that Owners obtain from their insurers a waiver of any subrogated rights against Charterers in respect of any claims by Owners under their war risk insurance arising out of compliance with such orders.

    Any payments by Charterers under this Clause will only be made against proven documentation. Any discount or rebate refunded to Owners, for whatever reason, in respect of additional war risk premium shall be passed on to Charterers.

War Risks

35. (a) The master shall not be required or bound to sign Bills of Lading for any place which in his or Owners' reasonable opinion is dangerous or impossible for the vessel to enter or reach owing to any blockade, war, hostilities, warlike operations, civil war, civil commotions or revolutions.

    (b) If in the reasonable opinion of the master or Owners it becomes, for any of the reasons set out in Clause 35(a) or by the operation of international law, dangerous, impossible or prohibited for the vessel to reach or enter, or to load or discharge cargo at, any place to which the vessel has been ordered pursuant to this charter (a "place of peril"), then Charterers or their agents shall be immediately notified in writing or by radio messages, and Charterers shall thereupon have the right to order the cargo, or such part of it as may be affected, to be loaded or discharged, as the case may be, at any other place within the trading

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limits of this charter (provided such other place is not itself a place of peril). If any place of discharge is or becomes a place of peril, and no orders have been received from Charterers or their agents within 48 hours after dispatch of such messages, then Owners shall be at liberty to discharge the cargo or such part of it as may be affected at any place which they or the master may in their or his discretion select within the trading limits of this charter and such discharge shall be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so discharged is concerned.

    (c) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the state under whose flag the vessel sails or any other government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or local authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to any place of discharge to which she has been ordered pursuant to this charter, the vessel may proceed to any place which the master or Owners in his or their discretion select and there discharge the cargo or such part of it as may be affected. Such discharge shall be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so discharged is concerned.

    Charterers shall procure that all Bills of Lading issued under this charter shall contain the Chamber of Shipping War Risks Clause 1952.

Both to Blame Collision Clause

36. If the liability for any collision in which the vessel is involved while performing this charter fails to be determined in accordance with the laws of the United States of America, the following provision shall apply:

    "If the ship comes into collision with another ship as a result of the negligence of the other ship 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 ship, the owners of the cargo carried hereunder will indemnify the carrier against all loss, or liability to the other or non-carrying ship 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 the said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier."

    "The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

    Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in the foregoing terms to be applicable where the liability for any collision in which the vessel is involved fails to be determined in accordance with the laws of the United States of America.

New Jason Clause

37. General average contributions shall be payable according to York/Antwerp Rules, 2000 as amended from time to time, and shall be adjusted in New York in accordance with New York law and practice.

    In the event of accident, danger, damage 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 or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of

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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 ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.

Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in the foregoing terms, to be applicable where adjustment of general average is made in accordance with the laws and practice of the United States of America.

Clause Paramount

38. Charterers shall procure that all Bills of Lading issued pursuant to this charter shall contain the following:

"(1) Subject to sub-Clause (2) or (3) hereof, this Bill of Lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the "Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities under the Hague-Visby Rules."

"(2) If there is governing legislation which applies the Hague Rules compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague Rules."

"(3) If there is governing legislation which applies the United Nations Convention on the Carriage of Goods by Sea 1978 (hereafter the "Hamburg Rules") compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg Rules."

"(4) If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or Hamburg Rules, as applicable, such term shall be void to that extent but no further."

"(5) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law."

Insurance/ITOPF

39. Owners warrant that the vessel is now, and will, throughout the duration of the charter:

(a) be owned or demise chartered by a member of the International Tanker Owners Pollution Federation Limited;

(b) be properly entered in U.K. or GARD P & I Club, being a member of the International Group of P & I Clubs;

(c) have in place insurance cover for oil pollution for the maximum on offer through the International Group of P & l Clubs but always a minimum of United States Dollars 1,000,000,000 (one thousand million);

(d) have in full force and effect Hull and Machinery insurance placed through reputable brokers on Institute Time Clauses or equivalent for the market value of the vessel plus twenty (20) percent as from time to time

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may be amended with Charterers' approval, which shall not be unreasonably withheld. Insurance amount always to comply with loan covenants.

Owners will provide, within a reasonable time following a request from Charterers to do so, documented evidence of compliance with the warranties given in this Clause 39.

Export Restrictions

40. The master shall not be required or bound to sign Bills of Lading for the carriage of cargo to any place to which export of such cargo is prohibited under the laws, rules or regulations of the country in which the cargo was produced and/or shipped.

Charterers shall procure that all Bills of Lading issued under this charter shall contain the following clause:

"If any laws rules or regulations applied by the government of the country in which the cargo was produced and/or shipped, or any relevant agency thereof, impose a prohibition on export of the cargo to the place of discharge designated in or ordered under this Bill of Lading, carriers shall be entitled to require cargo owners forthwith to nominate an alternative discharge place for the discharge of the cargo, or such part of it as may be affected, which alternative place shall not be subject to the prohibition, and carriers shall be entitled to accept orders from cargo owners to proceed to and discharge at such alternative place. If cargo owners fail to nominate an alternative place within 72 hours after they or their agents have received from carriers notice of such prohibition, carriers shall be at liberty to discharge the cargo or such part of it as may be affected by the prohibition at any safe place on which they or the master may in their or his absolute discretion decide and which is not subject to the prohibition, and such discharge shall constitute due performance of the contract contained in this Bill of Lading so far as the cargo so discharged is concerned".

The foregoing provision shall apply mutatis mutandis to this charter, the references to a Bill of Lading being deemed to be references to this charter.

Business Principles

41. (Deleted)

Drugs and Alcohol

42. (Deleted)

Oil Major Acceptability

43. (See Clause 57)

Pollution and Emergency Response

44. Owners are to advise Charterers of organisational details and names of Owners personnel together with their relevant telephone/facsimile/e-mail/telex numbers, including the names and contact details of Qualified Individuals for OPA 90 response, who may be contacted on a 24 hour basis in the event of oil spills or emergencies.

ISPS Code/US MTSA 2002

45. (See Clause 98).

Law and Litigation

46. (a) This charter shall be construed and the relations between the parties determined in accordance with the laws of the State of New York, U.S.A.

(b) All disputes arising out of this charter shall be referred to Arbitration in New York in accordance with the Rules of the Society of Marine Arbitrators, Inc. New York (SMA).

(i) Any Award of the arbitrator(s) shall be final and binding and not subject to appeal.

(ii) For the purposes of this Clause 46(b) any requests or notices in writing shall be sent by fax, e-mail or telex and shall be deemed received on the day of transmission.

(c) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in which maritime property has been, or may be, arrested in connection with a dispute under this charter, that that party furnishes to the other party security to which that other party would have been entitled in such legal proceedings in the absence of a stay.

Confidentiality

47. (Deleted)

Construction

48. The side headings have been included in this charter for convenience of reference and shall in no way affect the construction hereof.

Additional Clauses: Special clauses to Shelltime 4 CP form, 49 through 112 shall be fully incorporated into the terms of this Charter Party.

Appendix A: Questionaire 88 for the vessel, as attached, shall be incorporated herein.

Appendix B: List of Approved Ship Brokers, as attached, shall be incorporated herein.

For the Owners
[Name of Owners]

By: _____
(name)
(title)

For the Charterers
[Name of Charterers]

By: _____
(name)
(title)

TIME CHARTER
SPECIAL CLAUSES
MT OVERSEAS ANN

IF THERE IS ANY CONFLICT BETWEEN THE FOLLOWING CLAUSES AND THE PRINTED CLAUSES OF THE CHARTER PARTY FORM AS ADJUSTED, THE FOLLOWING CLAUSES SHALL PREVAIL.

49) Bill of Lading Indemnification

The standard form of letter of indemnity to be given in the case of delivery of cargo (a) without production of the original Bill of Lading, or (b) at a port other than stated in the Bill of Lading, or (c) both of the foregoing, in each case without bank guarantee, in revised form as recommended by the International Group of P&I Clubs in 2001, shall be used in all cases, provided that the reference to English law and jurisdiction shall be revised to read New York law and the jurisdiction of any court of competent jurisdiction sitting in New York County.

50) Certificates/Regulations Compliance

The Owners warrant that during the term of this charter party the vessel fully complies with the following:

A. all governmental laws, regulations, protocols and directives promulgated by the authoritative body or any of its legally constituted agencies charged with the application of the same laws/regulations/protocols and directives applicable to the countries and ports within the trading limits defined in the charter party.

B. that it has secured and maintains aboard the vessel all Certificates of Financial Responsibility issued and required by the competent authorities of the countries within the trading limits defined in the charter party.

C. (Deleted)

D. that the vessel shall have on board for inspection by the appropriate port authorities all certificates, records, compliance letters and other documents required.

E. The vessel shall be approved by the international transport workers federation and carry a valid ITF 'Blue Certificate' on board at all times. Any losses, expenses or damages arising as a result of failure to comply with ITF regulations, as interpreted by local union, shall be for Owners account.

F. COFR — Owners to provide the vessel, at their cost, with a valid Certification of Financial Responsibility which is acceptable to U.S. authorities at Owners' cost. Compliance with state laws during the currency of this charter to be Owners' responsibility and cost. COFR to be in place prior to the vessels arrival at first U.S. or Canadian port.

Owners will pay for the initial cost of issuing and maintaining the certificate. Any additional premiums or surcharges payable by Owners in relation to the vessel calling at U.S. ports to be for Charterers account.

G. Owners shall have a program covering oil pollution avoidance, including compliance with latest international maritime organization and port state regulations and SOLAS and MARPOL conventions and the adoption of vessel response plans and qualified individuals for OPA response.

51) IMO Clause

Owners warrant that during the term of this charter party and any extension thereof the vessel will be in full compliance with: the requirements of the United States Port and Tanker Safety Act of 1978 and applicable regulations promulgated thereunder (hereinafter called **"**U.S. Regulations**"**) the International Convention for the Prevention of Pollution from Ships (MARPOL 1973) and the 1978 Protocol thereto as applicable: and the International Convention for Safety of Lives at Sea (SOLAS 1974) and the 1978 Protocol thereto as applicable (the foregoing conventions and protocols hereinafter called "IMO Regulations"). Owners warrant that it will carry onboard certifications evidencing compliance with U.S. Regulations, compliance with IMO Regulations and any other records or documentation as may be required by the U.S. government authorities the vessel is currently ISM certified and will remain so during the duration of this charter (see ISM Clause).

52) Pollution Financial Responsibility

Owners warrant that at the date of the charter that Owners complies with all financial capability, responsibility, security or like laws, regulations and/or other requirements of whatsoever kind with respect to oil or other pollution damage applicable to the vessel entering, leaving, remaining at or passing through any ports or places or waters to perform this charter.

Owners further warrant that it shall continue to comply with these requirements throughout the period of the charter at the levels and in amounts in effect at the date of this charter.

Owners, at its sole risk and expense, shall make all arrangements by bond, insurance or otherwise and obtain all certificates or other documentary evidence and take all such other action, as may be necessary, to satisfy such laws, regulations and/or other requirements.

53) OPA

It is mutually understood that Oil Pollution Act of 1990 (OPA) surcharges for trading to the United States ports/territories shall be for Charterer's account.

54) Contingency Plans Clause

Owners warrant at the date of the charter that Owners complies with and satisfies existing U.S. federal, state and local rules, regulations and requirements for contingency plans applicable to the vessel entering, leaving, remaining at or passing through any ports or places or waters in performance of the charter, including having under contract

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the services of a catastrophic spill contractor (e.g., Marine Spill Response Corporation (MSRC) or National Response Corporation (NRC)).

Owners further warrant that it shall continue to comply with these requirements throughout the period of the charter at the levels in effect at the date of this charter.

The Owners shall be responsible for obtaining and maintaining all necessary and future approvals and satisfying existing and future federal, state, and local rules, regulations or requirements for contingency plans. Costs incurred shall be for Owners' account.

Qualified individual: Mr. Steven McCall
212 578 1892 office
646 327 7206 mobile

55) Documentation

Owners undertake that throughout the term of this charter, the vessel shall have on board all such valid documentation as may, from time to time, be required to enable the vessel to enter and carry out all required operations at loading or discharging ports or places and leave, without hindrance, all ports or places to which the vessel may be directed under the terms of this charter.

In addition, the vessel shall be off-hire and Owners shall be held responsible for any losses, costs or damages for any period during which she is not fully and freely available to Charterer as a result of action taken against her by any government, government organization, competent authority, competent person or competent organization, owing to her flag, failure to have on board valid documentation as aforesaid or any dispute relating to Owners' wages or crew employment policy or to the condition of the vessel or her equipment. All cumulative off hire under this Clause may be added to the end of the charter period in the sole option of the Charterer.

Any time lost during which the vessel awaiting USCG TVEL inspection, or in the case of calls at non-U.S. ports where any similar certificate is required to be issued by a state authority at these ports prior to loading or discharging cargo, and until such time as she has secured TVEL certificate or any similar certificate, vessel will be considered off-hire.

56) ISM Clause

The requirements of the International Safety Management (ISM) Code are hereby incorporated in the terms of this charter party. Owners/operator warrant that a Safety Management System (SMS) in accordance with the ISM Code is in operation both on shore and on board the vessel. Owners/operator further warrant that they (or the company as defined by the ISM Code) have a valid Document of Compliance (DOC), and the vessel has a valid Safety Management Certificate (SMC). Owners/operator shall supply Charterer with a copy of the DOC and the SMC. Owners shall, when required by Charterer, provide a copy of the documents both ashore and on board the vessel evidencing the SMS and its application and when further required by Charterer, Owners/operator shall provide a report on safety audits carried out internally or by the vessel's flag administration.

Non compliance with the requirements of the ISM code resulting in loss or suspension of the ISM certificate shall be deemed a breach of condition and Charterer shall have the

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right to cancel the charter. Owners shall be responsible for any delays, costs, damages incurred for non compliance with the above conditions.

57) Vetting

During the period of this charter, Charterers require Owners to endeavor to arrange for at least four of the following oil company inspections/approvals at their time and expense: BP, Shell, Exxon/Mobil, Chevron Corp., Vela, PDVSA, Statoil and Dreyfus. Charterers may request Owners to obtain other vetting approvals as/when required, and Owners shall do so.

The above is always subject to the vessel's trading pattern, ports accessibility, the oil company's interest in the vessel and the availability of inspectors at the time, all of which Owners will keep a record of and keep Charterers advised.

Charterers shall keep Owners fully informed of the vessels forward schedule in order to facilitate vetting inspections.

If the vessel, during the period of this charter, fails to obtain a minimum of four approvals because of Owners fault/negligence, or fails a physical inspection by any company listed above, or loses a vetting approval required to maintain the vessels' trading pattern, then, Owners shall have a period of forty five (45) days from the date Owners are notified of such non-acceptance to have the vessel obtain such minimum number of approvals or reinstate such approval, subject always to the vessel's trading pattern, ports accessibility, the oil company's interest in the vessel and the availability of inspectors at the time, all of which Owners will keep a record of and keep Charterers advised.

If the Owners do not obtain the minimum number of vetting approvals or the necessary vetting approval is not reinstated as provided for in the preceding paragraphs, and the lack of vettings affect the vessel's trading pattern, then the Charterer shall have the right to place the vessel offhire or terminate this charter party without penalty to either party.

58) Adherence to Voyage Instructions

A. Owners shall be responsible to and will indemnify Charterer for any time, costs, delays or loss suffered by Charterer due to underlift, overlift or other failure to comply fully with Charterer's lawful instructions as long as such failure was solely due to Owners'/vessel's proven negligence.

B. If a conflict arises between terminal orders and Charterers' instructions, master is to stop cargo operations and to contact Charterer at once. Terminal orders shall never supersede Charterer's instructions and any conflict shall be resolved prior to resumption of cargo operations.

Vessel is not to resume cargo operations until Charterers has directed vessel to do so.

59) Traffic Separation and Routing

Owners shall instruct the master to observe recommendations as to traffic separation and routing as issued from time to time by authorities (national or local) and comply with

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federal, state or local regulations of the United States. Voluntary and mandatory traffic separation schemes shall be adhered to while the vessel is in the United States or international waters.

60) ETA Notice

Master shall give both Charterer and load/discharge port(s)/place(s) agents notices of estimated time of arrival (ETA) to load/discharge port(s)/place(s) or any other port/place where Charterers order vessel to proceed on a daily basis or as required by Charterers voyage orders.

Any delay incurred to the vessel at any load or discharge port(s) resulting from master's failure to comply with the above requirements, shall be deducted from the monthly hire. The foregoing is without prejudice to Charterer's right to recover for any damages incurred as a result of such breach by Owners of the obligations herein defined. Notices of ETA to be sent to Charterer as instructed. This Clause only applies where the Charterer cannot claim demurrage or any other claim and incur a loss due to the master's failure to follow Charterers instructions.

61) Watchmen

Compulsory shore gangway watchmen shall be servants of the Charterer and the cost for such watchmen shall be borne by Charterer throughout the currency of this charter party.

62) Bunkers

On every occasion where the bunkers are taken, the ship will participate in either the DNV VQFT, Lloyds FOBAS or ABS scheme (line samples). As between Owners and Charterers fuel shall be deemed delivered to the ship upon arrival at the ship's manifold, which shall be the point of custody transfer. Three samples will be taken at the ship's manifold, using an approved in line drip sampler. One sample shall be provided to the surveyor and analysed, a second shall be given to the suppliers, and third shall be retained on board for independent joint testing, in the event of disputes about the quality of the bunkers supplied.

In the event of dispute about the quality of the fuel the third sample left on board shall be jointly analysed at a mutually acceptable independent laboratory, and the results shall be binding on the parties

The quantity of fuel shall be finally determined using the density determined in the sample analysed. Owners undertake to provide Charterers with a copy of each off specification analysis report, to enable Charterers to notify suppliers promptly in the event of a quality or quantity dispute.

The supplier and Charterers shall at all times be entitled to witness the extraction and division of the sample at the ship's manifold and shall be entitled to employ a bunker surveyor.

Charterers shall not cause or permit any lien or other rights to be created against the ship, her crew, Owners, etc., by any fuel suppliers, or otherwise bind the ship, her Owners in crew in any way whatsoever, arising out of the supply of fuels.

Should analysis confirm that bunkers are off specification, (as per specification detailed in Clause 29), Charterers will be notified regarding Owners intentions. Should Owners decide to use the bunkers supplied then Charterers are not entitled to present Owners with a speed or consumption claim for any period during which vessel is using bunkers that do not reasonably meet the specified requirements. Charterers reserve the right to discuss analysis results with Owners to ensure an equitable resolution of any problems. Owners shall not be obliged to use fuel that is injurious to the engine/auxiliaries and associated equipment.

Owners warrant that the vessel shall comply with the emission control and other requirements of Regulation 14 and 18 of MARPOL Annex VI and any other laws or regulations relating to bunker content and bunkering procedures applicable in any areas to which the vessel is ordered.

Charterers warrant that they will supply bunkers:

A. of sufficient quantity and quality to enable the vessel to meet the emission control and other requirements of Regulation 14 and 18 of MARPOL Annex VI and any other laws or regulations relating to bunker content and bunkering procedures applicable in any areas to which the vessel is ordered, and

B. in accordance with the specifications in ISO 8217 as in force at the time of supply and any other specifications contained elsewhere in this charterparty.

Charterers further warrant that all bunker suppliers and bunkers supplied hereunder shall with respect to all areas in which the vessel may trade comply with the current and future requirements of MARPOL Annex VI and MEPC96(47) in respect of sampling and the provision of a bunker delivery notes and, where bunkers are supplied in a state where MARPOL Annex VI is in force, that suppliers shall be registered in accordance therewith.

63) Heating

(Deleted)

64) Pumping Clause

Owners warrant that the vessel is fitted with and will use the main cargo pumps and the stripping pumps as per Charterers instructions.

Owners further guarantees that vessel will discharge the full cargo in twenty four (24) hours, stripping excluded or maintain an average pressure of 100 PSI at the vessel's manifold during discharge, provided shore facilities permit. It is agreed that time lost as a result of vessel being unable to discharge the cargo in accordance with the guarantee stated herein will be deducted from monthly hire.

In the event of the vessel failing to maintain average discharge pressure of 100 PSI or to discharge the cargo within 24 hours, Charterers are entitled to deduct all time over and above 24 hours taken to discharge cargo from hire.

Discharge terminal shall have the right to gauge line pressure. Should the vessel fail to comply with the guarantee herein stipulated should terminal request**,** Charterer shall have the right to order the vessel to be withdrawn from the berth and all time and expenses

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incurred to leave the berth and return later to complete discharge will be for Owners' account with the proven lost time and/or expenses being deductible from the monthly hire. In any event, Owners shall provide Charterer with a detailed hourly pumping record showing the pressure maintained at the vessel's manifold throughout the discharge. Such record shall be duly counter signed by a terminal representative and/or independent surveyor, if possible.

If the vessel discharges at more than one port or discharges a partial cargo, then time to be prorated relative to the vessel's full cargo capacity for the nominated cargo(es).

Should the discharge terminal(s) restrict in any way the vessel's performance indicated in this charter party, the master shall immediately issue a letter of protest to the terminal indicating the nature of the restriction and any details he may consider relevant. The vessel to obtain terminals signature on the letter of protest.

65) STS Clause

Charterers shall have the right to require the vessel to perform lighterage operations and or ship to ship transfer operations at anchor or underway at a safe anchorage or place and these ship to ship transfer operations shall be conducted in accordance with the provisions of the latest ICS/OCIMF transfer guide (petroleum) always to master's acceptance which not to be unreasonably withheld.

It is understood and agreed that the crew of the vessel will be required to assist in handling the fenders and cargo hoses as well as mooring and unmooring of the vessel as designated by the mooring master at the STS transfer site at no additional cost to the Charterer.

All extra equipment required for such transfer operations shall be provided by Charterer at its expense.

Extra cost of insurance 'if any' to be for Charterers account.

66) Pressure Gauges

Vessel to be equipped with pressure gauges at each discharge manifold which will be maintained in a proper working condition and each gauge shall have a valid test certificate.

67) Bilge Liquids

Vessel shall have efficient and safe means of transferring engine room/pump room bilge to designated holding tanks onboard for disposal in accordance with international regulations.

68) Previous Cargoes

(Deleted)

69) Condition of Cargo Spaces on Delivery and Redelivery

Vessel will be redelivered with tanks free of liquid slops.

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70) Tanks, Lines, Pumps Suitability

Owners warrant that vessel will arrive at each load port with all cargo tanks, pumps and lines suitable to load the intended cargo as per Charterer's representative and/or independent surveyor's satisfaction, subject to Charterers voyage orders and vessels time to comply. All damages, time lost and costs incurred due to noncompliance will be for Owners' account and deducted from monthly hire.

71) Inert Gas System

Owners warrant that vessel has a good working inert gas system and that the officers and crew are experienced in the operation of the system. Owners further warrant that the vessel will arrive at the load port with cargo tanks inerted and that tanks will remain inerted throughout the loading, voyage and discharge operations. Any delay, cost and expense due to improper operation of the inert gas system shall be for Owners' account and shall be deducted from monthly hire.

The master may be required by terminal personnel or independent surveyor(s) before and/or after discharge to breach the inert gas system for the purpose of gauging, sampling, temperature determination and/or determining the quantity of cargo remaining on board (ROB). The master shall comply with these requests consistent with the safe operation of the vessel. Vessel to remain on hire for such periods.

72) Crude Oil Washing (COW)

Owners warrant that the vessel is capable of crude oil washing (COW) of all cargo tanks.

If requested by Charterer, Owners agrees to conduct crude oil washing of cargo tanks at discharge port(s) simultaneously with the discharge of the cargo to shore. Under no circumstance shall the vessel utilize more than eight (8) hours to effect COW or prorata on the basis of the number of tanks washed to the total number of tanks unless authorized by Charterer.

The vessel will comply with the requirements of the Pumping Clause during simultaneous discharge to shore and the COW operation. If the vessel fails to comply, all additional time to discharge the cargo will be deducted from the monthly hire**.**

Owners agrees to comply with applicable port and terminal regulations and, if necessary, to submit any advance information or technical data that may be required by local authorities relative to the COW operations.

73) Fittings, Equipment and Dimensions

A. Owners warrant that all piping, valves, spools, reducers and other fittings comprising that portion of the vessel's manifold system outboard of the last fixed rigid support to the vessel's deck and used in the transfer of cargo, bunkers or ballast, are made of steel or nodular iron; and the fixed rigid support for the manifold system is designed to prevent both lateral and vertical movement of the manifold. Owners further warrant that no more than one reducer or spool piece (each ANSI standard) will be used between the vessel's manifold valve and the terminal hose or loading arm connection.

B. Owners are responsible for providing safety equipment to persons aboard the vessel when the cargo is high sulfur or otherwise dangerous to the health of the crew.

C. Owners warrant that the vessel is capable of discharging more than one grade simultaneously.

D. Owners warrant that throughout the charter vessel will have on board the calibration tables for its tanks calculated by the builder or by a reputable independent international surveyor.

E. Charterers, subject to Owners' approval (which shall not be unreasonably withheld) and class approval, shall be at liberty to fit any additional pumps and/or other vessel gear beyond what is on board at the commencement of the charter, and to make the necessary connections with hydraulic, steam or water pipes, such work to be done at Charterers time and their expense, and such pumps and/or gear so fitted to be considered their property, and Charterers shall be at liberty to remove it at their time and expense and time during or at the expiry of this charter, with the vessel to be left in her original condition.

F. Vessel is fitted with 95 percent and 98 percent high level alarms. Any delays due to breakdown of these high level alarms will be considered off hire and will be deducted from the charter hire.

74) Cargo Transference

Owners shall notify Charterer of any transfer of cargo within the vessel that takes place after loading and before discharge for purposes of trimming, stress or any other similar purposes.

75) Prohibited Detergent Washing

Owners warrant that vessel will not perform cargo tanks washing utilizing detergents with organic chloride contents throughout the duration of the charter period. Owners to be held responsible for all damages and consequences including but not limited to all cargo claims if Owners/master fails to adhere to this Clause.

76) Cargo Retention

A. In the event that liquid cargo remains on board upon completion of discharge Charterers shall have the right to deduct from hire an amount equal to the fob port of loading cost of such cargo plus its pro rata cost of freight and insurance unless such cargo is unpumpable or unreachable by the vessel's fixed pumps.

B. Nothing in this Clause deprives Owners of any defenses they have to counterclaims for cargo shortloading or damage but it is agreed that such counterclaims will not be time barred if asserted in any proceedings commenced by Owners for hire deducted under this Clause provided that the deduction was proper.

C. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.

D. All slops throughout the charter term shall belong to Charterer.

77) Loss of Carrying Capacity

In the event cargo is shut out by the fault of the master, officers, crew or mechanical deficiency of the vessel, then Charterer shall be entitled to claim compensation for the transportation cost of the cargo shut out on a round voyage basis by reference to the rate of hire or the current market level (whichever is greater). Any additional port costs and/or bunker consumed due to the loss of carrying capacity shall for Owners account.

78) Speed and Fuel Warranties

The Owners warrant that the vessel is capable of maintaining and shall maintain, consistent with safety throughout the period of this charter party on all sea passages, from seabuoy to seabuoy, unless otherwise ordered by Charterer, an average speed under weather conditions up to and including Beaufort Force 5 of about 15.0 knots laden on a daily consumption of about 103 metric tons IFO 380 CST plus 0 metric tons MDO at sea and about 15.5 knots ballast on a daily consumption of about 82 metric tons IFO 380 CST 0 metric tons MDO at sea for all purposes excluding tank cleaning, cargo heating and IGS plus about 15 mts IFO for loading and about 100 mts IFO for discharging, based on single port loading and discharging excluding Laguna and Boscan crude and similar cargoes.

The above speed and consumption rates shall be adjusted in accordance with, and always be subject to any changes made to the tankers international pool key.

79) Slow Steaming/Speed Up

Weather and safe navigation permitting, Charterer shall have the right to order the vessel to proceed at any speed greater than/less than normal full speed.

80) Adjustment of Hire

The speed and fuel consumption guaranteed by the Owners in Part 1 will be reviewed by the Charterer 30 days after every six (6) months. If at the end of the period, if it is found that the vessel has failed to maintain, as an average during the period, the speed and/or fuel consumption warranted, the Charterer shall be retroactively compensated in respect of such failings, as per Clause 24.

No bonus shall be payable to Owners under any circumstances.

The Charterer shall provide Owners with an opportunity to review any claim submitted by Charterer under this Clause, and the Owners shall complete such review and provide Charterer with the results thereof within thirty (30) days from the date such claim was received by Owners. In the absence of such response, Charterer may deduct from hire any amount to which it is entitled under this Clause.

In the event of Charterer having a claim in respect of vessel's performance during the final year of the charter period and any extension thereof, the amount of such claim shall be withheld from hire in accordance with Charterer's estimate made two months before

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the end of the charter period and any necessary adjustment after the end of the charter shall be made by the Owners to the Charterer.

81) Additional Offhire

A. The vessel shall be offhire whenever there is loss of time if:

1) due to the boycott of the vessel due to the terms or conditions of employment of Owners' servants; or employment, trades, or cargoes of vessels other than under this charter.

2) due to restraint or interference in the vessel's operation by any governmental authority in connection with the ownership, registration, or obligations of Owners or the vessel, or stowaways, or in connection with smuggling or other prohibited activities.

3) due to cargo contamination or damage caused by unseaworthiness of the vessel or negligence of Owners' servants.

B. In addition, if during offhire the vessel loses its turn to berth, it shall remain offhire until it regains the same berthing position. If the vessel goes offhire while in berth, extra expenses thereby incurred by Charterers in connection with the vessel remaining at the berth shall be for Owners' account and Charterers shall also have the option to order the vessel out of berth, so as to avoid delay to other vessels waiting to use the berth, with the cost of unberthing and reberthing for this purpose to be for Owners' account. The vessel shall remain offhire during time lost in between berths.

C. In the event of detention of vessel by any governmental authority, or by any legal action against vessel or Owners, or by any strike or boycott by the vessel's officers or crew, whereby vessel is rendered unavailable for Charterers' service for a period of thirty (30) days or more, Charterers may, by written notice given before vessel is free and ready to resume service, elect to terminate this charter, without prejudice to any other rights Charterers may have under this charter or to any claim it may have for damages.

82) Off Hire Survey

A joint off hire bunker survey shall be conducted by Charterers and Owners representatives at the place of redelivery. The time and cost for the offhire bunker survey at redelivery shall be split equally between owner and Charterer.

83) Access

The Charterer shall have the right and privilege of having their representatives visit the vessel while in port or at sea. Charterer's representatives shall have access to the entire vessel (excluding accommodation spaces) and the master, officers and crew of the vessel shall cooperate with and render any reasonable assistance that Charterer's representatives may require.

Charterer shall be entitled, from time to time during the period of this charter, to cause their representative(s) to take samples of the cargo and to inspect the vessel in order to

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ascertain whether Owners is reasonably complying in all respects with their obligations under this charter party.

In the case of inspection of the vessel, Charterer shall give Owners appropriate notice of their intention to inspect the vessel and any such inspection may include, but shall not be limited to: examination of the vessel's hull, machinery, boilers, auxiliaries and equipment, examination of the vessel's deck and engine, rough and official log books, certificates, investigation of the vessel's operating procedures both in port and at sea, examination of the qualifications and conduct of the vessel's master, officers and crew. Any inspections carried out by Charterer under this sub-Clause shall be without prejudice to any other rights of inspection or investigation allowed to Charterer in accordance with the provisions of this charter.

In the event of Owners' failing, at any time during the period of this charter, to comply with their obligations under this Clause, Charterer shall be entitled to give Owners notice in writing, whether or not an inspection under the terms of this Clause has taken place, requiring Owners to take immediate steps to remedy their default.

In the event the Owners fails forthwith, or within such period as may be agreed to remedy such default to Charterer's satisfaction, Charterer shall be entitled at their absolute discretion, to place the vessel off-hire, until such default shall have been satisfactorily remedied. Any exercise of, or failure to exercise, their discretion under the terms hereof by Charterer shall be without prejudice to any other remedy available to Charterer.

84) Change of Flag, Management, Ownership

Owners rights and obligations under this charter are not transferable and except as provided in this Clause Owners undertake not to change the vessel's management nor flag nor to sell the vessel or stock in the ownership company without Charterer's consent which consent shall not be unreasonably withheld.

In the event that the Owners desire to hire a manager other than Tanker Management Ltd., Owners shall provide written notice (the "New Manager Notice") to the Charterer at least 10 business days prior to the proposed date of hire, which notice shall seek the Charterer's consent to the new manager. The Charterer's shall have the right, within 5 business days of receipt of the New Manager Notice, to object to the new manager in writing. Such objection must be based on reasonable grounds, and must be accompanied by a list of two comparable managers (other than any affiliates of Charterer) to which the Charterer would have no objection, and which Owners may then hire without any further requirement for consent from Charterer.

If written notice of objection together with the accompanying list of acceptable managers is not provided by the Charterer within 10 business days of receiving the New Manager Notice, the Charterer shall be deemed to consent to the new manager.

Owners shall have the right to transfer the vessel and Charterer agrees that stock in the Owners may also be transferred (either of which, for purposes of this Clause, a "Transfer"), subject to the Charterer's right of first offer as described in this Clause:

Prior to and in order to effect a Transfer, the Owners shall first give written notice (a "Sale Notice") to the Charterer stating (i) the Owners (or its parent's) intention to make a Transfer, (ii) the name of a broker who Owners have selected to be a member of the three member panel described below (the "Panel") that will determine the fair market

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price of the vessel (on the basis that it is sold subject to this charter) and (iii) the material terms other than price upon which the Owners (or its parent) intends to make the Transfer.

The Charterer shall select a member of the Panel within 5 business days after receipt of the Sale Notice by delivery of written notice to Owners. If Charterer does not make such selection within such 5 business day period, then the Panel shall consist solely of the broker selected by Owners. If Charterer makes such selection, then the two members selected by Owners and Charterer shall select together a third member of the Panel within 10 business days after delivery of Charterer's written notice to Owners. If the members selected by Owners and Charterer do not select a third member of the Panel within such 10 business day period, then the third member of the Panel shall be selected by the President of the Society of Marine Arbitrators, Inc. New York. No broker is eligible to be selected as a member of the Panel unless it is listed in Appendix B of approved ship brokers to this charter.

After all the members of the Panel have been selected in accordance with the preceding paragraph, the Panel shall determine the fair market price of the vessel, taking into account that any sale would be made subject to this charter. The market price determined by the Panel (the "Price") shall be the price determined by the sole member of the Panel if there is only one member and shall be the average of the two closest prices determined by members of the Panel if there are three members. The sole member, or, the member of the Panel selected by the other two members shall notify in writing the Owners and Charterer of the Price (the "Price Notice"). Owners and Charterer shall each pay one-half of the fees and expenses of the members of the Panel in performing their services under this Clause 84. Such Price shall be considered the price of the vessel, if Owners elect to proceed with the sale of the vessel after receiving the Price Notice. Owners shall not be obligated to proceed with the sale of the vessel if it, in its sole discretion, deems the Price to be inadequate. If the parent of Owners seeks to sell the stock of the Owners, then the Panel, in addition to determining the Price of the vessel as aforesaid, shall determine the fair market price of the assets of the Owners (other than the vessel) and the fair market value of the liabilities of the Owners in accordance with the foregoing methodology. The sum of the Price of the vessel in the Price Notice and the price of the other assets of the Owners determined as aforesaid reduced by the value of the liabilities of Owners determined as aforesaid shall be considered the price for the stock (the "Stock Price") and the Stock Price shall be set forth in the Price Notice.

In the event that the Owners elect to proceed with the sale of the vessel upon its review of the Price Notice, Charterer shall have an irrevocable and non-transferable option to effect Transfer to it of the vessel or stock in the Owners at the Price or at the Stock Price, as the case may be, set forth in the Price Notice and on materially the same terms as set forth in the Sale Notice. Such option may be exercisable during the period (the "Purchase Option Period") commencing on receipt of the Price Notice and ending (a) if Tanker Management Ltd. Is the manager at the time of the Price Notice, 30 days after Charterer's receipt of the Price Notice or (b) if Tanker Management Ltd. is not the manager at the time of the Price Notice, 30 days after the later of (i) the date (the "Inspection Date"), set forth in a notice from Owners to Charterer that the vessel and the records of the vessel may be inspected by Charterer, which notice shall be given after the Sale Notice and at least 5 business days prior to the Inspection Date and (ii) Charterer's receipt of the Price Notice. In order to exercise its option, the Charterer shall, within the Purchase Option Period, send an irrevocable written acceptance notice to the Owners (the "Purchase Notice"). The Charterer shall then be obligated to consummate the

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purchase of the vessel or stock at the Price or at the Stock Price, as the case may be, set forth in the Price Notice and on materially the same terms as set forth in the Sale Notice within thirty (30) days after the Purchase Notice. If Charterer does not exercise its option within the Purchase Option Period or, if such option is exercised, Charterer fails to consummate the purchase of the vessel or stock within the time period set forth above, then, in addition to any other remedies available, the Owners may during the period set forth in the next sentence (the "Sale Option Period") sign a legally binding agreement for the Transfer of the vessel or stock to a third party at a price not less than the Price or the Stock Price, as the case may be, set forth in the Price Notice, minus up to 2.5% of the Price of the vessel, and on materially the same terms as set forth in the Sale Notice. The Sale Option Period shall commence on the earlier of (i) the date Charterer notifies Owners that Charterer will not exercise its option and (ii) the expiration of the Purchase Option Period (such earlier date referred to as the "Start Date") and end on the later of 90 days after (i) the Start Date and (ii) the date after the Start Date when the vessel and the records of the vessel are first made available at a port for inspection at the request of potential third party purchasers of the vessel or stock. If an agreement for the Transfer of the vessel or stock is not signed during the Sale Option Period or the Transfer of the vessel or stock is not completed under such agreement, then Charterer's right of first offer as described in this Clause 84 shall begin again and a new Price determined in accordance with the provisions of this Clause 84. Any Transfer of the vessel or stock to a third party shall be subject to (x) Charterer's prior approval, which shall not be unreasonably withheld, and (y) Charterer's right to purchase at par any loan obtained by the third party purchaser of the vessel to finance such purchase if such purchaser defaults under the credit agreement for such loan or this charter provided the third party can obtain such right from its lenders on, in the sole good faith opinion of the Owners, commercially reasonable terms. This charter, including all options to extend it, shall continue in full force and effect notwithstanding any Transfer of the vessel or stock in the ownership company of the vessel.

If the Owners fail to comply with the terms of this Clause, Charterer may, in its absolute discretion, terminate this charter, whereupon Owners shall reimburse Charterer for any hire paid in advance and not earned, the cost of bunker fuel on board the vessel and for any amount for which the Owners are liable to Charterer under the terms of this charter. Charterer's rights of termination shall, whether or not it is exercised, be without prejudice to any other rights available to Charterer.

The managers shall be responsible for the day to day technical operations of the vessel however Owners always to be held responsible for the overall management of the vessel.

If Charterer is not satisfied with the performance of the manager, Charterer may request a meeting within 7 business days with Owners and manager to discuss the deficiencies in the management which deficiencies shall be presented in writing by Charterer. If after thirty days, the management deficiencies are evidently still unresolved in Charterer's determination (which deficiencies and determination will be delivered to Owners and manager in writing), then the management company may be changed provided that the new management company shall be selected by the Owners subject to the consent of the Charterer, such consent not to be unreasonably withheld.

85) Ownership

Owners will not effect any mortgage, encumbrance or other lien on the vessel, other than liens that are not material in amount and that arise in the ordinary course of business or

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by operation of law, without the prior written consent of the Charterer, such consent not to be unreasonably withheld. In the case of the initial financing by Royal Bank of Scotland for the purchase of the vessel (the "Initial Financing"), the Charterer hereby consents. In the case of any refinancing of the vessel, Owners shall negotiate in good faith and use their best efforts to have the refinancing mortgagee agree on, in the sole good faith opinion of the Owners, commercially reasonable terms that are no less favorable to the Charterer than the terms contained in the Initial Financing in terms of the mortgagee's rights to enforce its mortgage in the event and so long as the Charterer continues to pay the charter hire under this charter. If the Owners, after negotiating in good faith and using their best efforts, are unable to obtain such provisions from the refinancing mortgagee on, in the sole good faith opinion of the Owners, commercially reasonable terms, Charterer or its affiliates may seek such provisions on behalf of Owners and Owners shall consider in good faith all refinancing proposals obtained by Charterer or its affiliates which have, in the sole good faith opinion of Owners, commercially reasonable terms. In addition, Owners shall use their best efforts to have the refinancing lenders agree on, in the sole good faith opinion of the Owners, commercially reasonable terms, that Charterer or its affiliates may purchase at par the loan made by such lenders and related mortgage and other security interests if Owners breach any provision of this charter, including this Clause 85, or if Owners or any of their affiliates default under the loan agreement for such loan.

86) Requirements of Special Trades

A. Charterer may blend cargo on board. If original Bills of Lading are issued for one or more of the parcels which are blended, upon return of all such Original Bills of Lading and at Charterers' request, Owners will issue new Bills of Lading for the blended cargo. New Bills of Lading can only be issued for the blend as a whole. Owners are hereby indemnified against all claims for contamination or quality deterioration or off specification whatsoever due to cargo blending on board.

B. Extra insurance on freight and/or cargo, if any, due to vessel's age shall be for Owners' account and Charterer shall have the right to deduct such extra insurance cost from hire due Owners. Charterer will provide supporting invoice for extra insurance cost deducted from charter hire.

C. Whenever requested by Charterer, Owners shall arrange for war risk underwriters to advise Charterer via Owners about actual net 'additional premium' then in effect. If requested by Charterer, Owners shall arrange in advance for war risk underwriters to furnish such information to Charterer via Owners 48 hours before vessel enters 'additional premium' zone, weekend and local holidays are excluded, at Charterers expense.

D. Any 'additional premiums' due from Charterer shall be documented by underwriters and Charterer shall pay only the net premium charged to Owners -- i.e. gross premium less rebate, if any.

E. Charterer shall not be responsible for any time lost due to officers and/or crew refusing to proceed to an actual war zone, or for any time lost as a result of the vessel remaining in an "additional premium" zone due to action by vessel's officers and/or crew and/or breakdown and/or accident to vessel or her equipment not caused by fault of the Charterer, or as a result of an occurrence of a war risk.

F. Pollution insurance. Owners warrant that they will have in place the maximum cover for pollution offered by members of the International Group of P&I Clubs (currently USD 1 billion) and that this cover from underwriters approved by Charterer (such approval not to be unreasonably withheld) will remain in place throughout the period of this charter. Owners shall provide Charterers within five business days after the fixture is concluded, written evidence from the vessel's P&I club or insurance broker of such pollution cover.

Any additional premiums or surcharges payable by Owners in relation to the vessel calling to United States of America ports to be for Charterers account.

G. (Deleted)

H. Owners warrant that vessel is fully capable of carrying 'Orimulsion' and Owners/operators are fully aware of the requirements for carrying this type of cargo. Normally, crude oil washing nor inert gas system never to be utilized while Orimulsion is onboard.

I. It is understood that the vessel shall not be required to force ice but to follow ice breakers from time to time always subject to master's approval.

J. (Deleted)

K. Grades and comingling. Charterer shall be at liberty to ship three grades of cargo. Grades and quantities of petroleum products shall be defined by Charterer prior to each voyage. Segregated grades shall be kept within vessels natural segregations. At the option of the Charterer, loading of three or more grades of cargo in such a manner as to voluntarily mix the cargo to obtain a new grade shall be carried out by the Owners pursuant to Charterers requirements. Any such mixture or admixture shall be at Charterers risk and expense and shall be considered to be one grade under the present agreement. Any new bills of lading that are issued will only be for the blended cargo as a whole.

L. Vessel to have a working vapour recovery system onboard.

M. Owners warrant that it has a policy on drug and alcohol abuse (''Policy'') applicable to the vessel which meets or exceeds the standards of the OCIMF guidelines for the control of drugs and alcohol onboard ship. Under the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater; the appropriate seafarers to be tested shall be all the vessel's officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that the officers be tested at least once a year though a combined program of unannounced testing and routine medical examinations. Owners further warrant that the Policy will remain in effect during the term of this charter providing that the terms are in conformity with the laws of the vessel's flag state and that the Owners shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment, shall not in and of itself mean Owners has failed to exercise due diligence. Persons who test positive, refuse to test, or are unfit for duty (impaired because of drug or alcohol

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abuse) shall be removed from the vessel and shall not be reassigned to service on the vessel.

N. (Deleted)

O. (Deleted)

P. Vessel shall be capable of full hot fresh water wash, as well as hot sea water wash followed by fresh water rinse, with all fresh water to be procured by Charterers over and above what vessel is capable of producing with all time and expense for the cost of the water as well as extra bunkers, and time and expense for all related operations to be for Charterers account. Owners will make best efforts to produce fresh water for Charterer's purposes, however without guaranty.

Q. Worldwide trading always within American Institute Trade Warranties limits and any subsequent amendments thereof as permitted by U.S. and/or Marshall Island authorities.

Charter may order the vessel to Alaska, outside of American IWL, provided Owners' consent thereto and that Charterers pay for any insurance premium required by the vessel's underwriters. Charterers to give adequate prior notice to Owners and Charterer shall provide and pay for response plan and OSRO coverage for the vessel while in Alaskan waters. All costs for any breach of BIWL as well as all costs for trading to Alaska, and to comply with Charterer's orders to be for Charterer's account including any insurance premium required by the vessel's underwriters.

Costs of complying with USWC trading, with port, local and OPA 90 rules and regulations to be for Charterers account in addition to filing spill response plans.

R. Where the vessel is required to change over to and from low sulphur fuel, the fuel consumption and any delays due to flushing the fuel system is to be for Charterers account.

S. (Deleted)

87) Agency

Owners can appoint their own agents or have the right to use and pay Charterer's agents for Owners' matters**.**

88) Hull And Machinery Value

(Deleted)

89) War Risk Premium

Owners to be responsible only for the basic annual contributions payable to obtain war risk cover. Charterer shall be responsible for the full amount of any sums payable by way of additional premiums to maintain that full cover as a result of the vessel proceding any areas designated as additional war risk premium areas.

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90) Histories

Owners shall provide a work history to Charterer prior to any change of the master, chief engineer and chief officer serving onboard vessel. The history which shall show the extent of tanker experience in rank. Similar histories shall be furnished for any new master, chief engineer and chief officers prior to assignment to the vessel. After reviewing same, Charterers have the right to reasonably reject any of the above in which case Owners will nominate a substitute which shall be subject to Charterers approval as well.

91) Personnel

Conversational English language proficiency is required for the master and officers in charge of cargo or bunker oil handling.

92) Reduction or Increase in Deadweight

(Deleted)

93) Confidentiality

(Deleted)

94) General Average

A. In addition to any other rights Charterer may have, and if requested by Charterer, Owners will release one or more cargoes to Charterer for transshipment from a port of refuge by and at the expense of Charterer in exchange for a nonseparation of interest agreement, general average bond, and a general average undertaking from cargo underwriters in the customary forms. Charterer's transshipment expenses, up to the general average expenses saved, are to be treated like the general average expenses saved, as if those expenses had actually been incurred and paid for by Charterer. If a subcharter is involved and freight is at risk, subcharterer shall be credited for the vessel's daily manning, bunkers, insurance costs as well as port expenses saved for any part of the voyage not required to be made by reason of transshipment. Bills of lading for such transshipped cargoes are deemed to be accomplished on completion of transfer to the transshipping vessel, and port of refuge where transfer is made shall be treated as a discharge port.

B. Any amounts allowable in general average for wages, provisions and stores shall be credited to Charterer insofar as such amounts are in respect of a period when the vessel is on hire.

95) Arbitration

(Deleted)

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96) Hydrogen Sulphide (H2S) Clause:

Owners shall comply with the requirements in ISGOTT (as amended from time to time) concerning Hydrogen Sulphide and ensuring that the Hydrogen Sulphide level is always below the threshold limit value (TLV).

If on arrival at the loading terminal, the loading authorities, inspectors or other authorised and qualified personnel declare that the Hydrogen Sulphide levels exceed the TLV and request the vessel to reduce the said level to within the TLV, provided that the duration of the voyage between the last discharge port and such loading terminal permits such reduction, then the delay shall be considered off hire and any additional expenses incurred by Charterer to be for Owners account.

97) Yugoslavia Clause

(Deleted)

98) BIMCO ISPS Clause for Time Charter Parties 2005

(A) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the vessel and "the company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the U.S. Maritime Transportation Security Act 2002 (MTSA) relating to the vessel and the "owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the interim international ship security certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the company"/"owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this charter party.

(B) (i) The Charterers shall provide the Owners and the master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Where sub-letting is permitted under the terms of this charter party, the Charterers shall ensure that the contact details of all sub-charterers are likewise provided to the Owners and the master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this charter party contain the following provision:

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with

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this Clause shall be for the Charterers' account, except as otherwise provided in this charter party.

(C) Notwithstanding anything else contained in this charter party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, master or crew. All measures required by the Owners to comply with the ship security plan shall be for the Owners' account.

(D) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

99) Period / Charter Hire

Owner and Charterer agree that the initial charter period shall be the period commencing on October 17, 2005 and ending on April 16, 2012 (the "Initial Expiration Date"). Until the Initial Expiration Date, the Charterer shall pay to the Owner, charter hire ("Basic Hire") monthly in advance by the due date set forth in Clause 9. Each payment of Basic Hire ("Basic Hire Amount") shall equal the basic hire rate set forth in the initial charter rate table below that corresponds to the time period for which payment is being made multiplied by the actual number of days in the month for which the Basic Hire Amount is being calculated.

INITIAL CHARTER RATE TABLE

CHARTER YEAR	COMMENCING (0001 GMT)	ENDING (2400 GMT)	BASIC HIRE RATE
1	October 17, 2005	October 16, 2006	USD 37,200 per day
2	October 17, 2006	October 16, 2007	USD 37,400 per day
3	October 17, 2007	October 16, 2008	USD 37,500 per day
4	October 17, 2008	October 16, 2009	USD 37,600 per day
5	October 17, 2009	October 16, 2010	USD 37,800 per day
6	October 17, 2010	October 16, 2011	USD 38,100 per day
To 6 ½	October 17, 2011	April 16, 2012	USD 38,500 per day

The Charterer may, at its option, extend the charter on one or more occasions (provided that the charter is still in effect at the time of extension) by giving written notice (the "Extension Notice") to the owner at least 90 days prior to the expiration date of the charter then in effect. The Extension Notice shall specify the new expiration date of this charter, which shall be the first, second or third anniversary of the existing expiration date; provided, however, that in no event shall the expiration date be subsequent to April 16, 2020. The Extension Notice shall also specify the Basic Hire Amount for the selected extension period, which shall be calculated in the same manner as the Basic Hire Amount for the initial charter period, and shall, at the option of the Charterer, be equal to either:

A. the one-, two- or three-year time charter rate for VLCCs, which rate corresponds to the selected extension period, established by the Association of Shipbrokers Agents and Agents Tanker Broker Panel (the "Broker Panel"), plus five percent, or

B. the basic hire rate for the corresponding time period(s) set forth in the option period rate table below.

Upon receipt of the Extension Notice by the owner, the charter shall be extended to the new expiration date on the same terms and conditions (other than as expressly set forth herein). If, at the time of the exercise of any extension period, the Broker Panel is no longer quoting one-, two- or three-year time charter rates, then a mutually acceptable replacement Broker Panel shall be selected by the owner and Charterer. The following broker panels shall be deemed mutually acceptable by the owner and Charterer:

London Tanker Broker Panel

OPTION PERIOD RATE TABLE

OPTION YEAR	COMMENCING (0001 GMT)	ENDING (2400 GMT)	BASIC HIRE RATE
1	April 17, 2012	October 16, 2012	USD 38,500 per day
	October 17, 2012	April 16, 2013	USD 38,800 per day
2	April 17, 2013	October 16, 2013	USD 38,800 per day
	October 17, 2013	April 16, 2014	USD 39,200 per day
3	April 17, 2014	October 16, 2014	USD 39,200 per day
	October 17, 2014	April 16, 2015	USD 39,400 per day
4	April 17, 2015	October 16, 2015	USD 39,400 per day
	October 17, 2015	April 16, 2016	USD 39,600 per day
5	April 17, 2016	October 16, 2016	USD 39,600 per day
	October 17, 2016	April 16, 2017	USD 39,800 per day
6	April 17, 2017	October 16, 2017	USD 39,800 per day
	October 17, 2017	April 16, 2018	USD 40,000 per day
7	April 17, 2018	October 16, 2018	USD 40,000 per day
	October 17, 2018	April 16, 2019	USD 40,300 per day
8	April 17, 2019	October 16, 2019	USD 40,300 per day
	October 17, 2019	April 16, 2020	USD 40,500 per day

ADDITIONAL HIRE

Charterer agrees that Additional Hire Payment Amount (as defined in the Charter Framework Agreement, dated October [ ], 2005, by and among the Owners, the

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Charterer and the other parties thereto), if any, shall be calculated and paid in accordance with such Charter Framework Agreement.

100) AMS Clause

U.S. Customs Clearance — if cargo is to be discharged in a U.S. port or territory subject to control by the U.S. Customs and Border Protection (CBP), Charterers warrant that all necessary details required by CBP for clearance of the cargo, inclusive of but not limited to, shipper consignee and notify party full name, address and phone number or telex number, will be included on each bill of lading or alternatively supplied to Owners in writing a minimum of 24 hours prior to the vessel's arrival at the first designated U.S. port of discharge. For voyages less than 24 hours in duration this information must be included on the bill of lading or advised to Owners prior to the vessel departure from the loading place or port. Any delays, fines or penalties incurred due to Charterers' failure to comply with the above will be for Charterers' account.

Effective March 4, 2004, all imported cargoes into the U.S. must be electronically reported via the Bureau of U.S. Customs and Border Protection AMS system. This requires the owner to have a Type 3 International Carriers Bond as well as a Standard Carriers Alpha Code (SCAC). It is the responsibility of the owner to ensure that his reporting requirement occurs 24 hours prior to the vessel's arrival at the first U.S. port. Should the international voyage be less than 24 hours in duration, the owner shall electronically file the manifest via the automated manifest system at the time of the loading in the foreign port. Owners and/or vessel master or their designated agent will provide a copy of the electronically filed manifest to the Charterers or their designated agent at the time of filing with CBP.

Owners warrant that it is aware of the requirements of the U.S. Customs and Border Protection regulation issued on December 5, 2003 under Federal Register Part II Department of Homeland Security 19 CFP Parts 4, 103, et al. and will comply fully with these requirements for entering U.S. ports. Any delays, fines or penalties incurred due to Owners failure to comply with the above will be for Owners account.

The cost of filing to be for Charterers account. Charterers to be responsible for any delay and/or fines related to late filing by their agents.

101) House Flag/Charterers Markings

At any time during the period of this charter, Charterers shall have the privilege of flying their house flag, to paint the funnel and bow crest in their house colors and to paint their markings on ships sides and put/change the name of the vessel. Upon vessels redelivery, Owners shall be obliged to rename the vessel and remove Charterers markings on ships sides and repaint ships name and funnel. The cost of such paintings and/or repaintings and/or name change to be for Charterers account unless otherwise agreed with Owners. Upon Charterers request, crew to perform the work and payment to be settled directly between Charterers and master.

In the event of a change in the technical management of the vessel, Charterers shall have the option to change the markings on the vessel and/or the name of the vessel at Owners time and expense.

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102) Green Award Clause

Rebates in port dues, etc. obtained via the green award certificate to be refunded to Charterers, provided that Charterers have paid for the green award audit fees in full, or prorated for the period covered under this charter party.

103) Remeasure Clause

Charterers have the option to re-measure the vessel for the purpose of satisfying certain port/terminal regulations. All cost and time to be for Charterers' account. The vessel is to be redelivered non-measured at Owners' option if Charterers exercised their option to re-measure in the first place.

104) Exxon Mooring

(Deleted)

105) Storage Clause

Charterers shall have the option of requesting the vessel to remain idle, at a safe place, at anchor/or drifting.

106) Breach Of Warranty Clause

(Deleted)

107) Tracking System Clause

It is agreed that Charterers may from the time of fixing until completion of the charter period employ an INMARSAT tracking system on the vessel. Such tracking system works on data provided from the vessel's onboard INMARSAT C system and can be installed simply, either remotely, or on some older systems with minimal set up input from the vessel. All registration/communication costs relating to this tracking system will be for Charterers' account. Charterers will advise when the system is operative and confirm termination on completion of charter.

108) Q88.Com Clause

Owners to provide, free of charge, a copy of the OCIMF VPQ in the required electronic form so that the vessel can be included in Charterers' subscription to the website "q88.com". Owners are furthermore required to update the system with vessel approval status, certification and any other information as required on a regular basis.

109) Changes/Improvements Necessary for the Operation of the Vessel or Imposed by Legislation, Class or Oil Company Vetting Requirements

A. In the event any improvement, structural change or the installation of new equipment is imposed by compulsory legislation and/or Class rules and/or oil company vetting requirements, Charterers shall have the right to require that the Owners effect such improvement, changes or installations. The Charterers shall fully reimburse the Owners for the total cost of all such improvements, structural changes or installations up to USD 50,000 in any calendar year. To the extent that the total cost of all such improvements, structural changes or installations exceed USD 50,000 in any calendar year, the Charterers shall reimburse the

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Owners in an amount equal to 50 percent of the product of (i) the cost of such improvements, structural changes or installations over USD 50,000 and (ii) a fraction, the numerator of which shall be the number of whole months remaining in the charter period at the time of completion of such improvement, structural change or installation (the "Remaining Charter Period") and the denominator of which shall be the number of whole months remaining in the depreciation period of the vessel (calculated as 25 years from the year the vessel was built) at the time of completion of such improvement, structural change or installation (such product, the "Reimbursement Payment") and the balance of the cost of such improvement, structural change or installation over USD 50,000 shall be paid by the Owners. In the event the charter period is extended for any reason, included but not limited to any extension under Clause 99, the Charterers shall pay additional reimbursement to the Owners in an amount equal to the difference between the reimbursement calculated under the preceding sentence (plus any additional reimbursement calculated for any other extension period if applicable) and the amount that would have been due from the Charterers had the Remaining Charter Period used to calculate the Reimbursement Payment including the number of whole months in the extension period as the numerator of the relevant fraction.

B. In the event any improvement, structural change or the installation of new equipment, not falling under (A) above, is deemed necessary by the Charterers for the continued operation of the vessel, Charterers shall have the right at their own cost to effect such improvement, structural changes or installation, with the Owners' consent which shall not unreasonably be withheld.

C. The Owners shall be notified in writing in advance by the Charterers about any changes and/or improvements as afore mentioned.

D. Any change, improvement or installation made pursuant to this Clause shall be the property of Owners.

110) Third Party Clause

Except as may be otherwise agreed in writing by the parties with any third party, a person who is not party to this agreement/charter may not enforce, or otherwise have the benefit of, any provision of this agreement/charter under the contract.

111) Optional Termination

In the event the vessel is not delivered under this charter by [IPO closing], 2005 both the Owners and the Charterers shall have the right to terminate this charter and neither the Owners nor the Charterers shall be entitled to damages or to any other compensation or reimbursement of expenses.

112) Damages Clause

In subchartering to its customers, Charterer shall endeavor to avoid or limit any liability to such customers for consequential damages. Owners shall not be liable for any consequential damages or losses unless the Charterer's sub-charter provides for such consequential damages or losses to such customers.

APPENDIX A

QUESTIONNAIRE 88 FOR [OVERSEAS ANN]

INTERTANKO'S STANDARD TANKER VOYAGE CHARTERING QUESTIONNAIRE 1988 (Version 2)
(Metric system to be applied, HVPQ reference specified where applicable)

		HVPQ Ref
GENERAL INFORMATION		
Date Updated:	Jul 20, 2005	
Vessel's name:	Overseas Ann	**1.2**
IMO number:	9217979	**1.3**
Vessel's previous name(s):	Not Applicable	**1.4-1.7**
Flag:	Marshall Island	**1.8**
Port of Registry:	Majuro	**1.9**
Call sign:	V7CV6	**1.11**
Inmarsat phone number:	Sat B 353844610	**1.12**
Fax number:	Sat B 353844520	**1.13**
Email address:	master.ovann@ships.osg.com	**1.16**
Type of vessel:	Oil Tanker	**1.17**
Type of hull:	Double Hull	**1.19**
OWNERSHIP & OPERATION		
Registered owner - Full Style:	1320 Tanker Corporation c/o OSG Ship Management (UK) Ltd +44 191 218 0100 osguk@osg.com	**1.20**
Technical operator - Full Style:	OSG Ship Management (UK) Ltd. Quorum 4, Balliol Business Park East, Benton Lane, Newcastle-upon-Tyne, NE12 8EZ, United kingdom, +44 191 218 0100 osguk@osg.com	**1.22**
Commercial operator - Full Style:	Tankers International LLC c/o Tankers (UK) Agencies Ltd, 3rd Floor, Moreau House, 116 Brompton Road, London SW3 1JJ, United Kingdom +44 207 8704700 operations@tankers.uk.com	**1.25**
Disponent owner / Bareboat charterer - Full Style:		
Number of vessels in disponent owner's fleet:		
BUILDER		
Where Built :	Hyundai Heavy Industries	**1.26**
Date Delivered:	Aug 17, 2001	**1.31**
CLASSIFICATION		
Vessel's classification society:	Lloyds Register	**1.34**

Class notation:	+ 100A1 Double Hull Oil Tanker,ESP,Shipright (SDA,FDA,CM), *IWS,SPM,L1, , +LMC, UMS, IGS	**1.35**
If Classification society changed, name of previous society?	N/A	**1.36**
If Classification society changed, date of change?	Not Applicable	**1.37**
Last dry-dock:	Not Applicable	**1.38**
Last special survey:	Not Applicable	**1.41**
Latest CAP Rating (if applicable)	0	**1.44**
Last annual survey:	Jul 12, 2004	**1.45**
Does the vessel have a statement of compliance issued under the provisions of the Condition Assessment Scheme (CAS)?		
DIMENSIONS		
LOA (Length Over All):	334.59 Metres	**1.49**
Extreme breadth:	58.05 Metres	**1.51**
KTM (Keel to Masthead):	62.703 Metres	**1.54**
BCM (Bow to Center Manifold):	168.36 Metres	**1.57.1**
Lightship parallel body length:	112.5 Metres	**1.57.3**
Normal ballast parallel body length:	143 Metres	**1.57.6**

Parallel body length at Summer DWT:	164.4 Metres	**1.57.9**

TONNAGES		
Net Tonnage:	109555 Tonnes	**1.59**
Gross Tonnage:	157883 Tonnes	**1.60**
Suez Net Tonnage:	169993.47 Tonnes	**1.61**
Panama Net Tonnage:	Tonnes	**1.62**

LOADLINE INFORMATION	**Freeboard**	**Draft**	**Deadweight**	**Displacement**	
Summer:	8323 Metres	22.723 Metres	309326.9 Tonnes	352989.7 Tonnes	**1.63**
Winter:	8796 Metres	22.25 Metres	301328.2 Tonnes	344991 Tonnes	**1.64**
Tropical:	7850 Metres	23.196 Metres	317365.2 Tonnes	361028 Tonnes	**1.65**
Lightship:	27666 Metres	3.38 Metres	0 Tonnes	43663 Tonnes	**1.66**
Normal Ballast Condition:	20786 Metres	10.26 Metres	104754 Tonnes	148417 Tonnes	**1.67**

TPC on summer draft:	169.53 Tonnes	**1.70**
Does vessel have Multiple SDWT?	Yes	**1.72**
If yes what is the maximum assigned Deadweight?	309326.9 Tonnes	**1.73**
Air draft (sea level to top of mast/highest point) in normal SBT condition?	52.443 Metres	**1.74**

RECENT OPERATIONAL HISTORY		
Has vessel been involved in any collision, grounding or pollution incident the past 12 months, full description:	Pollution: No Grounding: No Collision: No	**1.77-1.79**

CERTIFICATION		
Owners warrant following certificates to be valid throughout the Charter Party period:		
SOLAS Safety Equipment:	Aug 16, 2006	**2.2**
SOLAS Safety Radio:	Aug 16, 2006	**2.3**
SOLAS Safety Construction:	Aug 16, 2006	**2.4**
Load line:	Aug 16, 2006	**2.5**
IOPPC:	Aug 16, 2006	**2.6**
Safety Management (ISM):	Feb 12, 2007	**2.8**
USCG COC:	Feb 07, 2007	**2.11**
CLC:		**2.13**
US COFR:		**2.15**
Certificate of Fitness (Gas/Chemicals):	Gas: Chem:	**2.16 & 2.17**
Certificate of Class:		
ISPS ISSC:		

DOCUMENTATION		
Does the vessel have the following documents on board?		
International Safety Guide for Oil Tankers & Terminals (ISGOTT):	Yes	**2.28**
OCIMF/ICS Ship to Ship Transfer Guide (Petroleum):	Yes	**2.31**
Is the vessel entered with ITOPF?		

CREW MANAGEMENT		
Nationality of Master		
Nationality of Officers:	BRITISH 2, IRISH 1, CROATIAN 6,	**3.1**
Nationality of Crew:	CROATIAN 14	**3.2**
If Officers/Crew employed by a Manning Agency - Full Style:	Officers: Crew:	**3.1 & 3.2**
What is the common working language onboard?	ENGLISH	**3.1**
Do key officers understand English?		
In case of Flag Of Convenience (FOC), is the ITF Special Agreement on board?		

STRUCTURAL CONDITION		
Are cargo tanks coated?	Yes	**7.1**
If Yes, specify type of coating:	BISCON HB 200	**7.1.1**
If cargo tanks are coated, specify to what extent:	AS ABOVE	**7.1.3**
Are slop tanks coated?		
If slop tanks are coated, specify to what extent:		

CARGO & BALLAST SYSTEMS		
If double hull, is vessel fitted with centreline bulkhead in all cargo tanks?	No	**8.2**
Groups / Tank Capacities	1: Cu. Metres – , 2: Cu. Metres - 3: Cu. Metres - 4: Cu. Metres - 5: Cu. Metres - 6: Cu. Metres - 7: Cu. Metres - 8: Cu. Metres - 9: Cu. Metres -	**8.3**

Total cubic capacity 98% ex slop tank:	336246 Cu. Metres	**8.4 & 8.6**
Slop tank(s) capacity 98%:	6707 Cu. Metres	**8.5 & 8.7**
SBT or CBT?	SBT	
If SBT, what percentage of SDWT can vessel maintain with SBT only?	33.36%	**8.14.2**
If SBT, does vessel meet the requirements of MARPOL Reg 13(2)?	Yes	**8.14.3**
Number of natural segregations with double valve:	3	**8.15**
CARGO PUMPS		
Number / Capacity / Type:	3 x 5000 Cu. Metres/Hour (Centrifugal)	**8.18-8.25**
GAUGING AND SAMPLING		
Can tank innage/ullage be read from the CCR?	Yes	**8.48**
Can vessel operate under closed conditions in accordance with ISGOTT 7.6.3?	Yes	**8.51**
Type of tank gauging system (radar / floating / other)	Radar	**8.51.1**
Are high level alarms fitted and operational in cargo tanks?	Yes	**8.54**
VAPOUR EMISSION CONTROL AND VENTING		
Is a vapour return system fitted?	Yes	**8.65**
State what type of venting system is fitted:	Common , Single Vent riser	**8.67**
Max loading rate per midships connection for homogenous cargo?	Cu. Metres/Hour	**8.79**

CARGO MANIFOLDS		
Does vessel comply with the latest edition of the OCIMF 'Recommendations for Oil Tanker Manifolds and Associated Equipment'?	Yes	**8.80**
What is the number of cargo connections per side?	3	**8.83**
What is the size of cargo connections?	26 Millimetres	**8.84**
What is the material of the manifold?	Cast Steel	**8.86**
Distance between cargo manifold centres:	3000 Millimetres	**8.93**
Distance ships rail to manifold:	4500 Millimetres	**8.95**
Distance main deck to centre of manifold:	2100 Millimetres	**8.97**
Height of manifold connections above the waterline at loaded (Summer Deadweight) condition?	10.423 Metres	**8.101**
Height of manifold connections above the waterline in normal ballast?	22.886 Metres	**8.102**
Is vessel fitted with a stern manifold?	No	**8.104**
Number / size reducers:	6 x 660/500 Millimetres 3 x 660/400 Millimetres 3 x 660/300 Millimetres 3 x 400/250 Millimetres	**8.106-8.110**
CARGO HEATING		
Type of cargo heating system?		**8.120**
Material of heating system?		**8.128**
Max load temp:		
Max temp maintain:		
IGS & COW		
Is an Inert Gas System (IGS) fitted?	Yes	**9.1**
Is IGS supplied by flue gas, inert gas (IG) generator and/or nitrogen?	Flue Gas	**9.3**
Is a Crude Oil Washing (COW) installation fitted?	Yes	**9.17**

MOORING ARRANGEMENTS		
Number / length / diameter of wires:	Forecastle: 4 / 300 / 42 Fwd main deck: 6 / 300 / 42 Aft main deck: 4 / 300 / 42 Poop: 6 / 300 / 42	**10.2-5**
Breaking strength of wires:	Forecastle: 114 Fwd main deck: 114 Aft main deck: 114 Poop: 114	**10.2-5**
Number / length / diameter of ropes:	None	**10.11-18**
Breaking strength of ropes:	None	**10.11-18**
Number and brake holding power of winches:	Forecastle: 2 / 72 Fwd main deck: 3 / 72 Aft main deck: 2 / 72 Poop: 3 / 72	**10.22-10.25**
How many closed chocks and/or fairleads of enclosed type are fitted on:		
Focsle:		
Main deck fwd:		
Main deck aft:		
Poop:		

SINGLE POINT MOORING (SPM) EQUIPMENT		
Fairlead size:	650 mm x 450mm	**10.48**
Does vessel comply with the latest edition of OCIMF 'Recommendations for Equipment Employed in the Mooring of Vessels at Single Point Moorings (SPM)'?	Yes	**10.60**
Is vessel fitted with chain stopper(s)?	Yes	**10.61**
Number:	2	**10.61.1**
Type:	Tongue	**10.61.2**
SWL:	200 Tonnes	**10.61.3**
Max diameter chain size:	76 Millimetres	**10.62**
LIFTING EQUIPMENT		
Derrick(s) - Number / SWL:	0 / Tonnes	**10.75**
Crane(s) - Number / SWL:	2 / 20 Tonnes	**10.76**
ENGINE ROOM		
What type of fuel is used for main propulsion?	I.F.O.	**12.5**
What type of fuel is used in the generating plant?	IFO	**12.14**

MISCELLANOUS	
P & I Club name:	
Last three cargoes (Last / 2nd Last / 3rd Last):	Contact owner for details.
Last three charterers (Last / 2nd Last / 3rd Last):	Contact owner for details.
Last three voyages (Last / 2nd Last / 3rd Last):	Contact owner for details.
Date of last SIRE Inspection:	
Date of last CDI Inspection:	
Current Oil Major Company Acceptances (TBOOK):	
Date and place of last Port State Control:	/
Any outstanding deficiencies as reported by any Port State Control?	
If yes, provide details:	
FOR USA CALLS ONLY	
Qualified individual (QI) - Full Style:	
Oil Spill Response Organization (OSRO) -Full Style:	
Has owner, manager, or operator signed the Sea Carrier Initiative agreement with US customs concerning drug smuggling?	

Revised: July 2004 (INTERTANKO.com / Q88.com)

APPENDIX B

APPROVED SHIP BROKERS

P.F. Bassoe A/S (Norway)
Platou (Norway)
Fearnleys (Norway)
H. Clarkson (U.K.)
E.A. Gibson (U.K.)
Simpson Spence & Young Ltd.
Jacq. Pierot Jr. & Sons, Inc. (USA)
Compass Maritime Services LLC
Galbraith's Limited

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1. Date of Agreement
October , 2005

SHIP MANAGEMENT AGREEMENT

Part I

2. Owners (name, place of registered office and law of registry) (CI. 1)

Name
Ann Tanker Corporation

Place of registered office
Majuro, Marshall Islands

Law of registry
Marshall Islands

3. Managers (name, place of registered office and law of registry) (CI. 1)

Name
Tanker Management Ltd.

Place of registered office
England

Law of registry
England

4. Day and year of commencement of Agreement (CI. 2)
See Clause 2

5. Crew management (state "yes" or "no" as agreed) (CI. 3.1)
Yes

6. Technical Management (state "yes" or "no" as agreed) (CI. 3.2)
Yes

7. Commercial Management (state "yes" or "no" as agreed) (CI. 3.3)
No.

8. Insurance Arrangements (state "yes" or "no" as agreed) (CI. 3.4)
Yes

9. Accounting Services (state "yes" or "no" as agreed) (CI. 3.5)
Yes, as per Clause 3.5 only

10. Sale or purchase of the Vessel (state "yes" or "no" as agreed) (CI. 3.6)
No

11. Provisions (state "yes" or "no" as agreed) (CI. 3.7)
Yes

12. Bunkering (state "yes" or "no" as agreed) (CI. 3.8)
No

13. Chartering Services Period (only to be filled in if "yes" stated in Box 7) (CI. 3.3(i))
N/A

14. Owners' Insurance
See Clause 6.3

15. Annual Management Fee
See Clause 8.1

16. Severance Costs (state maximum amount) (CI. 8.4(ii))
None

17. Day and year of termination of Agreement (CI. 17)
See Clause 17

18. Law and Arbitration
See Clause 19

19. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Owners (CI. 20)
Ann Tanker Corporation
26 New Street
St. Helier, Jersey JE 23R4
Channel Islands

20. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Managers) (CI. 20)
Tanker Management Ltd.
Quorum 4, Balliol Business Park East, Benton Lane,
Newcastle upon Tyne NE 12 8EZ England

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Agreement consisting of PART I and PART II and Schedules 1, 2 and 3 attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and Schedules 1, 2 and 3 to the extent of such conflict but no further.

Signature(s) (Owners)

Signature(s) (Managers)

PART II
Ship Management Agreement

1. Definitions

In this Agreement save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.

"Owners" means the party identified in Box 2.

"Managers" means the party identified in Box 3.

"Vessel" means the Marshall Islands flag vessel M/T Overseas Ann, IMO Number 9217979, built in August 2001 at Hyundai Heavy Industries Co., Ltd. in Ulsan, South Korea.

"Charter" means the time charter between the Owners and DHT Ann VLCC Corp. dated October , 2005 relating to the Vessel.

"Crew" means the Master, officers and ratings of the Vessel.

"Crew Support Costs" means all expenses of a general nature which are not particularly referable to any individual vessel for the time being managed by the Managers and which are incurred by the Managers for the purpose of providing an efficient and economic management service and, without prejudice to the generality of the foregoing, shall include the cost of crew standby pay, training schemes for officers and ratings, cadet training schemes, sick pay, study pay, recruitment and interviews.

"Crew Insurances" means insurances against crew risks which shall include but not be limited to death, sickness, repatriation, injury, shipwreck unemployment indemnity and loss of personal effects.

"Management Services" means the services specified in subclauses 3.1 to 3.8 as indicated affirmatively in Boxes 5, 6, 8, 9 and 11.

"ISM Code" means the International Management Code for the Safe Operation of Ships and for Pollution Prevention as adopted by the International Maritime Organization (IMO) by resolution A.741(18) or any subsequent amendment thereto.

"STCW 95" means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 or any subsequent amendment thereto.

2. Appointment of Managers

With effect from the day and year of delivery of the Vessel to the Owners pursuant to a Memorandum of Agreement between Owners and 1320 Tanker Corporation dated September 20, 2005 and continuing unless and until terminated as provided herein, the Owners hereby appoint the Managers and the Managers hereby agree to act as the Managers of the Vessel.

3. Basis of Agreement

Subject to the terms and conditions herein provided, during the period of this Agreement, the Managers shall carry out Management Services in respect of the Vessel as agents for and on behalf of the Owners. The Managers shall have authority to take such actions as they may from time to time in their absolute discretion consider to be necessary to enable them to perform this Agreement in accordance with sound ship management practice.

3.1 Crew Management

(*only applicable if agreed according to Box 5*)

The Managers shall provide suitably qualified Crew for the Vessel as required by the Owners in accordance with the STCW 95 requirements, provision of which includes but is not limited to the following functions:

(i) selecting and engaging in Vessel's Crew, including payroll arrangements, pension administration, and insurances for the Crew;

(ii) ensuring that the applicable requirements of the law of the flag of the Vessel are satisfied in respect of manning levels, rank qualification and certification of the Crew and employment regulations including Crew's tax, social insurance, discipline and other requirements;

(iii) ensuring that all members of the Crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of valid medical certificates issued in accordance with appropriate flag State requirements. In the absence of applicable flag State requirements the medical certificate shall be dated not more than three months prior to the respective Crew members leaving their country of domicile and maintained for the duration of their service on board the Vessel;

(iv) ensuring that the Crew shall have a command of the English language of a sufficient standard to enable them to perform their duties safely;

(v) arranging transportation of the Crew, including repatriation;

(vi) training of the Crew and supervising their efficiency;

(vii) conducting union negotiations;

(viii) operating the Managers' drug and alcohol policy unless otherwise agreed;

(ix) If the Owners complain of the conduct of any of the Crew, the Managers shall immediately investigate the complaint. If the complaint proves to be well founded, Managers shall, without delay, make a change in the appointments and the Managers shall in any event communicate the result of their investigation to the Owners as soon as possible.

3.2 Technical Management

(*only applicable if agreed* according *to Box 6*)

The Managers shall provide technical management which includes, but is not limited to, the following functions:

(i) provision of competent personnel to supervise the maintenance and general efficiency of the Vessel;

(ii) arrangement and supervision of dry dockings, repairs, alterations and the upkeep of the Vessel necessary to ensure that the Vessel will comply with the requirements of the Charter, the law of the flag of the Vessel and of the places where she trades, and all requirements and recommendations of the classification society;

(iii) arrangement of the supply of necessary stores, spares and lubricating oil and greases. The level and time of the supply of such items shall be based on that which a prudent owner of a vessel of the age and characteristics of the Vessel (including but not limited its operating history, planned

maintenance and known wear and tear) would arrange so as to minimize off-hire time and to undertake such maintenance as may safely be carried out at sea by the crew;

(iv) appointment of surveyors and technical consultants as the Managers may consider from time to time to be necessary;

(v) development, implementation and maintenance of a Safety Management System (SMS) in accordance with the ISM Code (see subclause 4.2);

(vi) ensuring that the Vessel receives at least two visits per year from one of the Managers' technical superintendents; and.

(vii) arrangement of oil company vetting so as to comply with the Owner's obligations under the Charter.

3.3 Commercial Management

N/A

3.4 Insurance Arrangements

(*only applicable if agreed according to Box 8*)

The Managers shall arrange insurances in accordance with Clause 6 subject to the following:

Throughout the term of this Agreement, the Managers shall consult with the Owners prior to the time of each renewal of the Owners' Insurances (as defined in Clause 6.1) and, unless the Owners obtain insurance coverage from other parties as set forth below in this Clause 3.4, the Managers shall secure coverage for the Owners' Insurances for the Vessel at the Owners' expense through the Managers' insurance program on coverage amounts (except for hull and machinery insurance in which is subject to Clause 6.6 of this Agreement), terms and conditions that the Managers shall determine. The Managers shall obtain insurance coverage for the Vessel through the Managers' insurance program that is in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with first class insurance companies, underwriters or associations. If the Owners can demonstrate that the insurance coverage provided by the Managers is not in accordance with the preceding sentence and the Managers do not make the amendments necessary for such coverage to meet such standards, the Owners shall have the right to place the Owners' Insurances through third parties, provided that (x) the terms and conditions of the Owners' Insurances proposed by the Owners to be placed with third parties do not, in the reasonable opinion of the Managers, impose any additional cost or liability on the Managers under the Charter and (y) prior to placing the insurance through third parties, Owners shall agree to indemnify Managers for any additional cost or liability on the Managers under the Charter resulting from any such insurance placement . If the Owners place any component policy of the Owners' Insurances through third parties in accordance with the preceding sentence, the Managers shall have the right to terminate any other policy placed by it on behalf of the Owners, and (i) any unearned premium advanced by the Owners shall be refunded to the Owners and (ii) any premium due and any liability for calls for the period of coverage placed by the Managers shall remain for the account of the Owners until fully discharged.

The Managers shall arrange for the Owners' Insurances to be in place as of the effective date of this Agreement and shall maintain the insurance cover existing immediately prior to such effective date at least until the discharge of the cargo from its then current voyage.

3.5 Accounting Services

(*only applicable if agreed according to Box 9*)

The Managers shall maintain records relating to those expenditures incurred and monies received in the performance of the Management Services that are necessary for the settlement of accounts between the parties

3.6 Sale or Purchase of the Vessel

N/A.

3.7 Provisions

(*only applicable if agreed according to Box 11*)

The Managers shall arrange for the supply of provisions.

3.8 Bunkering

N/A.

4. Managers' Obligations

4.1 The Managers undertake to use their best endeavours to provide the agreed Management Services as agents for and on behalf of the Owners in accordance with sound ship management practice customary in the trade and at least equivalent to the standards followed with respect to other vessels for which the Managers provide Management Services, if any, and to protect and promote the interests of the Owners in all matters relating to the provision of services hereunder. Provided, however, that the Managers in the performance of their management responsibilities under this Agreement shall be entitled to have regard to their overall responsibility in relation to all vessels as may from time to time be entrusted to their management and in particular, but without prejudice to the generality of the foregoing, the Managers shall be entitled to allocate available supplies, manpower and services in such manner as in the prevailing circumstances the Managers in their absolute discretion consider to be fair and reasonable.

4.2 Where the Managers are providing Technical Management in accordance with sub-clause 3.2, they shall procure that the requirements of the law of the flag of the Vessel are satisfied and they shall in particular be deemed to be the "Company" as defined by the ISM Code, assuming the responsibility for the operation of the Vessel and taking over the duties and responsibilities imposed by the ISM Code when applicable.

4.3 The Management Services as such term is used herein includes the discharge on behalf of the Owners of the Owners' technical and operational obligations to charterers pursuant to the Charter, a copy of which has been supplied to the Managers, including, but not limited to the Owners' technical and operational obligations under Clauses 73A and 75 of such Charter.

4.4 Managers shall maintain records of technical matters relating to the Vessel including maintenance, repairs and equipment replacement ("Technical Vessel Matters"). Three months after commencement of the Management Services, or such other date as agreed to by the Managers and the Owners, and quarterly thereafter, the Managers shall issue a report to the Owners providing a summary of the Technical Vessel Matters carried out in the previous quarter.

5. Owners' Obligations

5.1 The Owners shall pay all sums due to the Managers punctually in accordance with the terms of this Agreement.

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6. Insurance Policies

For so long as the Managers continue to place the Owners' Insurances (as defined below) on behalf of the Owners in accordance with Clause 3.4 of this Agreement, The Managers shall procure that:

6.1 at the Owners' expense, the Vessel is insured for not less than her sound market value or entered for her full gross tonnage, as the case may be for:

(i) usual hull and machinery marine risks (including crew negligence) and excess liabilities,

(ii) protection and indemnity risks (including pollution risks and Crew Insurances), and

(iii) war risks (including protection and indemnity and crew risks)

in each case in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with first class insurance companies, underwriters or associations ("the Owners' Insurances");

6.2 all premiums and calls on the Owners' Insurances are paid by their due date at Owners' expense and deductibles up to the amount (per claim) of (i) $185,000 for hull and machinery marine risks insurance and (ii) $100,000 for claims under the "Running Down Clause" and the "Fixed and Floating Objects Clause" under the protection and indemnity risks insurance and $15,000 for all other protection and indemnity claims shall be paid at the Managers' expense. In the event the level of deductibles set for a policy period are increased above the amounts set forth in the preceding sentence, whether by the action of the Owners, the Managers or the insurers, any such incremental increase shall be for the Owners' account. The Owners shall be liable for the allocated cost of any broker's fee paid by the Managers as determined by the Mangers on a fair and equitable basis.

6.3 the Owners' Insurances name the Managers and, subject to underwriters' agreement, any third party designated by the Managers as a joint assured, with full cover, with the Managers obtaining cover in respect of each of the Owners' Insurances on terms whereby the Managers and any such third party are liable in respect of premiums or calls arising in connection with the Owners' Insurances.

6.4 written evidence is provided, to the reasonable satisfaction of the Owners, of Managers' compliance with their obligations under Clause 6 within a reasonable time of the commencement of the Agreement, and of each renewal date and, if specifically requested, of each payment date of the Owners' Insurances.

6.5 loss of hire insurance is maintained in accordance with Clause 29.

6.6 the Managers shall obtain hull and machinery insurance in accordance with Clause 6.1 based upon the sound market value as notified to the Managers by the Owners in writing prior to the effective date of this Agreement. The Owners shall notify the Managers in writing if they reasonably require cover for a different value from time to time, which shall not exceed 120% of the sound market value of the Vessel. The Owners alone shall be responsible for assessing and notifying the Managers of the necessary level of cover.

6.7 the Managers shall obtain a certificate of financial responsibility in accordance with the terms of the Charter, and any costs relating to such certificate shall be for the Owners' account.

7. Income Collected and Expenses Paid on Behalf of Owners

7.1 All moneys collected by the Managers under the terms of this Agreement (other than moneys payable by the Owners to the Managers) and any interest thereon shall be held to the credit of the Owners in a separate bank account.

7.2 All expenses incurred by the Managers under the terms of this Agreement on behalf of the Owners (including expenses as provided in Clause 8) may be debited against the Owners in the account referred to under sub-clause 7.1 but shall in any event remain payable by the Owners to the Managers on demand.

8. Management Fee

8.1 The Owners shall pay to the Managers for their services as Managers under this Agreement a management fee as set forth in Clause 21 (the "Management Fee").

8.2 The Managers shall, at no extra cost to the Owners, provide their own office accommodation, office staff, facilities and stationery.

8.3 In the event of the appointment of the Managers being terminated by the Owners or the Managers in accordance with the provisions of Clauses 18 and 22 other than by reason of default by the Managers, or if the Vessel is lost, sold or otherwise disposed of, in addition to any applicable Management Fee payments for the 90-day notice period set forth in Clause 22, a one-time additional fee of $45,000, which is to cover the Managers' cancellation costs, shall be due and payable.

8.4 Unless otherwise agreed in writing all discounts and commissions obtained by the Managers in the course of the management of the Vessel shall be credited to the Managers.

9. Budgets and Management of Funds

N/A.

10. Managers Right to Sub-Contract

The Managers shall not have the right to sub-contract any of their obligations hereunder without the prior written consent of the Owners which shall not be unreasonably withheld; provided however, that the Managers may (i) freely assign any obligations hereunder to any affiliate of the Managers at any time and (ii) utilize the services of third parties to fulfill the Managers' obligations hereunder. In the event of such a sub-contract the Managers shall remain fully liable for the due performance of their obligations under this Agreement.

11. Responsibilities

11.1 ***Force Majeure*** **-** Neither the Owners nor the Managers shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever of any nature or kind beyond their reasonable control.

11.2 ***Liability to Owners*** **-** (i) Without prejudice to sub-clause 11.1, the Managers shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Management Services **UNLESS** same is proved to have resulted solely from the negligence or wilful default of the Managers or their employees, or agents or sub-contractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expense has resulted from the Managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of $2 million.

(ii) Notwithstanding anything that may appear to the contrary in this Agreement, the Managers shall not be liable for any of the actions of the Crew, even if such actions are negligent or wilful, except only to the extent that they are shown to have resulted from a failure by the Managers to discharge their obligations under sub-clause 3.1

11.3 ***Indemnity*** **-** Except to the extent and solely for the amount therein set out that the Managers would be liable under sub-clause 11.2, the Owners hereby undertake to keep the Managers and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Agreement, and against and in respect of all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.

11.4 ***"Himalaya"*** **-** It is hereby expressly agreed that no employee or agent of the Managers (including every sub-contractor from time to time employed by the Managers) shall in any circumstances whatsoever be under any liability whatsoever to the Owners 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, without prejudice to the generality of the foregoing provisions in this Clause 11, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Managers or to which the Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Managers acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 11 the Managers are or shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or might be their servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

12. Documentation

Where the Managers are providing Technical Management in accordance with sub-clause 3.2 and/or Crew Management in accordance with sub-clause 3.1, they shall make available, upon Owners' request, all documentation and records related to the Safety Management System (SMS) and/or the Crew which the Owners need in order to demonstrate compliance with the ISM Code and STCW 95 or to defend a claim against a third party. The Owner shall make available, upon Managers' request, all information, documentation and records required under any flag state law, regulation or international convention and to inform the Managers of any changes to those of the Owner's details that that are required in the Vessel's continuous synopsis record for the purposes of the ISPS Code .

13. General Administration

13.1 The Managers shall handle and settle all claims arising out of the Management Services hereunder and keep the Owners informed regarding any incident of which the Managers become aware which gives or may give rise to claims or disputes involving third parties; provided, that the settlement of any claims relating to general average or total constructive loss must be done at the direction of the Owners with the Owners' involvement in such settlements..

13.2 The Managers shall, as instructed by the Owners, bring or defend actions, suits or proceedings in connection with matters entrusted to the Managers according to this Agreement.

13.3 The Managers shall also have power to obtain legal or technical or other outside expert advice in relation to the handling and settlement of claims and disputes or all other matters affecting the interests of the Owners in respect of the Vessel.

13.4 The Owners shall arrange for the provision of any necessary guarantee bond or other security.

13.5 Any costs reasonably incurred by Managers in carrying out its obligations according to Clause 13 in connection with matters entrusted to the Managers under this Agreement shall be reimbursed by the Owners.

13.6 The Managers are authorized to receive sums payable by third parties to the Owners, including, but not limited to the proceeds of insurance subject to Clause 30, the settlement of claims and under any legal proceedings or arbitrations or any settlement of claims. Where the event(s) which form the subject of such claims have caused the Managers expense under this Agreement, the Managers are entitled to retain all or part of such settlements equal to the amount expended by the Managers.

14. Auditing

N/A

15. Inspection of Vessel

The Owners shall have the right at any time after giving reasonable notice to the Managers to inspect the Vessel for any reason they consider necessary. The Owners and Managers agree to meet on a quarterly basis at the offices of the Managers to discuss the technical management of the Vessel.

16. Compliance with Laws and Regulations

The Managers will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Vessel's flag, or of the places where she trades.

17. Duration of the Agreement

This Agreement shall come into effect in accordance with Clause 2 and terminate in accordance with Clauses 18 and 22.

18. Termination

18.1 ***Owners' default***

(i) The Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing if any moneys payable by the Owners under this Agreement shall not have been received in the Managers' nominated account within ten running days of receipt by the Owners of the Managers' written request or if the Vessel is repossessed by the Mortgagees.

(ii) If the Owners:

proceed with the employment of or continue to employ the Vessel in the carriage of contraband, blockade running, or in an unlawful trade, or on a voyage which in the reasonable opinion of the Managers is unduly hazardous or improper, the Managers may give notice of the default to the Owners, requiring them to remedy it as soon as practically possible. In the event that the Owners fail to remedy it within a reasonable time to the satisfaction of

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the Managers, the Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing.

18.2 ***Managers' Default***

If the Managers fail to meet their obligations under Clauses 3 and 4 of this Agreement for any reason within the control of the Managers, the Owners may give notice to the Managers of the default, requiring them to remedy it as soon as practically possible. In the event that the Managers fail to remedy it within a reasonable time to the satisfaction of the Owners, the Owners shall be entitled to terminate the Agreement with immediate effect by notice in writing.

18.3 ***Extraordinary Termination***

This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned.

18.4 For the purpose of sub-clause 8.3 hereof

(i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Owners cease to be registered as Owners of the Vessel;

(ii) the Vessel shall not be deemed to be lost unless either she has become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, comprised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

18.5 This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

18.6 The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

19. Law and Arbitration

19.1 This Agreement shall be construed and the relations between the parties determined in accordance with the laws of the State of New York, U.S.A.

19.2 All disputes arising out of this Agreement shall be referred to arbitration in New York in accordance with the Rules of the Society of Marine Arbitrators, Inc., New York (SMA). Any award of the arbitrator(s) shall be final and binding and not subject to appeal.

20. Notices

20.1 Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.

20.2 The address of the Parties for service of such communication shall be as stated in Boxes 19 and 20, respectively.

21. MANAGEMENT FEE

During the first two years following the effective date of this Agreement as set forth in Clause 2, the Owners shall pay to the Managers for the Management Services under this Agreement a fixed daily management fee (the "Management Fee"), of $6,500 per day, or part of a day, payable monthly in advance based on the actual number of days in the applicable month. The Management Fee shall increase by 2.5% per contract year thereafter for so long as this Agreement is in effect. Unless otherwise expressly provided in this Agreement, the Management Fee shall constitute payment in full for all of the Management Services, (which expression, for the avoidance of doubt for these purposes, includes the cost of insurance deductibles pursuant to Clause 6.2 (but not insurance premiums or calls), drydocking (subject to Clause 28), repairs (subject to Clauses 27 and 28) and the personnel and items supplied and arranged as part of the Management Services, including but not limited to the Crew, stores, spares and lubricating oil and their transportation).

22. DURATION AND TERMINATION

The term of this Agreement shall begin at the time specified in Clause 2 and shall continue in force until the expiration of the Charter, unless terminated in accordance with Clause 18 of this Agreement; provided, however, that (i) the Managers shall have the right to terminate this Agreement upon 90 days, prior written notice to the Owners following the second anniversary of the effective date of this Agreement and (ii) the Owners shall have the right to terminate this Agreement upon 90 days prior written notice to the Managers at any time.

23. COMMUNICATIONS

All communications under this Agreement shall be in the English language.

24. ASSIGNMENT CLAUSE

The Owners may, upon giving notice to the Managers, assign all of their rights under this Agreement to any mortgagee of the Vessel provided that such assignment shall not otherwise prejudice any of the rights of the Managers under this Agreement. The Managers shall acknowledge any assignment that complies with this Clause in such form as the mortgagee may reasonably request.

25. THIRD PARTY RIGHTS

Except as stated in this Clause, the parties to this Agreement do not intend that any of the terms will be enforceable by any person not a party to it. This clause shall not apply to companies in the same groups as either the Owners or the Managers or to crew or to employees, sub-contractors and agents of the Managers to whom Clause 11.4 "Himalaya" would apply but for this clause.

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26. INDEMNIFICATION

Notwithstanding anything to the contrary in this Agreement, but subject to Clause 11.2, the Managers shall indemnify the Owners against the consequences of any failure by Managers to comply with the requirements of this Agreement. This indemnity shall include (without limitation) liabilities which the Owners may incur to the Charterers pursuant to the Charter resulting from a failure of the Managers to perform their obligations under this Agreement. The Managers' liability under this indemnity in relation to environmental claims and such third party claims against the Vessel or the Owners that are included in the terms of the protection and indemnity insurance of the Vessel shall be limited to the terms of such protection and indemnity insurance.

27. CHANGES AND/OR IMPROVEMENT NECESSARY FOR THE OPERATION OF THE VESSEL OR IMPOSED BY LEGISLATION, CLASS OR VETTING APPROVALS

In the event that any improvement, structural change or the installation of new equipment is imposed by (a) compulsory legislation, (b) class rules or (c) an oil company whose vetting approval is required pursuant to Clause 57 of the Charter, the Managers shall, at the expense of the Owners effect such improvement, structural change or installation. The Owners shall reimburse the Managers for all costs arising under this clause no later than the fifth business day following notice from the Managers. Owners shall not be liable for the cost of any improvement, structural change or installation that is requested by or made for the account of the Charterer or for which the Charterer is otherwise responsible.

In the event any improvement, structural change or the installation of new equipment is deemed necessary by the Managers but is not imposed or required pursuant to the first paragraph of this Clause 27, Managers shall have the right, at their own cost, to effect such improvement, structural change or installation, with the Owners consent which shall not be unreasonably withheld.

The Owners shall be notified in writing in advance by the Managers about any changes and/or improvements under this Clause 27.

Any change, improvement or installation made pursuant to this Clause 27 (other than any change or improvement to, or installation of, equipment that belongs to the Managers or a third party) shall be the property of Owners.

28. REIMBURSEMENT OF DRYDOCKING EXPENSES; UNANTICIPATED REPAIRS

Such portion of the Management Fee under this Agreement set forth on Schedule 1 hereto (the "Drydock Fee Component") is deemed to be attributed to the cost of the drydockings scheduled to be performed on the Vessel during the term of this Agreement (each an "Anticipated Drydocking"). Schedule 2 attached hereto sets forth the dates of the Anticipated Drydocking and the associated drydocking costs agreed to by the Managers and the Owners (the "Agreed Drydocking Cost"). Throughout the term of the Agreement, the Managers shall maintain the balance of a notional account (the "Drydock Account") which (a) shall be credited in an amount equal to the applicable Drydock Fee Component at the time of each monthly payment of the Management Fee and (b) shall be debited in an amount equal to the Agreed Drydocking Cost at the time any Anticipated Drydocking is completed (regardless of whether the drydock costs actually incurred by the Managers are in fact less than or greater than the Agreed Drydocking Cost). The Managers are not required to physically maintain the Drydock Account in a bank account, nor provide for any interest thereon.

Upon the termination of this Agreement by either party, (i) to the extent the Drydock has a credit balance, the Managers shall pay to the Owners an amount equal to such credit balance, and (ii) to the extent the Drydock Account has a debit balance, the Owners shall pay to the Managers an amount equal to such debit balance.

In the event any repairs to the Vessel are required to be made following the initial Anticipated Drydocking that are reasonably unanticipated by the Managers and not due to the fair wear and tear of the Vessel or its components and are not fully covered by hull and machinery insurance or warranty, the cost attributable to such repairs in excess of such insurance coverage and deductibles which may occur at a subsequent Anticipated Drydocking or otherwise (in excess of any applicable insurance or warranty payments) shall be for the account of the Owner.

29. LOSS OF HIRE INSURANCE

The Managers shall procure, at the Owners' expense, loss of hire insurance on behalf of Owners on terms and conditions as requested by the Owners subject to the availability of such coverage on commercially reasonable terms. The Managers shall not be responsible for any deductible payments with respect to such loss of hire insurance. The Managers shall arrange for loss of hire insurance, with a deductible of 21days and maximum coverage of 120 days, to be in place as of the effective date of this Agreement.

30. PROCEEDS OF INSURANCES

The Managers shall procure, with the Owners' cooperation where required, that loss payable clauses are attached to the various policies of insurance over the Vessel so as to direct the proceeds of insurance as follows:

a) In the event of actual or constructive total loss of the Vessel, the hull and machinery insurance proceeds shall be paid by the insurer directly to the Owners or their assignees;

b) In the event of damage or partial loss to the Vessel, the hull and machinery insurance proceeds shall be paid by the insurer directly to the Managers or their assignees to be held and utilized in accordance with Clause 7.

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31. LUBRICATING OILS AND GREASES AND OTHER ITEMS BELONGING TO THE MANAGERS

Unused lubricating oils and greases and the items set forth on Schedule 3 to this Agreement on board the Vessel at the time of delivery to the Owners and commencement of the Management Services under this Agreement are the property of the Managers. The Managers will provide lubricating oils and greases while this Agreement is in force pursuant to Clause 3.2 (iii). Upon termination of this Agreement for any reason, the Owners shall pay the Managers for the cost price of unused/unbroached lubricating oils and greases in sealed drums and in storage tanks and Managers shall remove the items set forth on Schedule 3 and any other items that it owns or leases at Managers' expense.

32. ISPS CODE

The Managers shall perform the duties of the "Company" as required by the ISPS Code. The Managers shall also perform the Owners' obligations and benefit from the Owner's rights under the BIMCO ISPS Code Time Charter Party Clause in the charterparty referred to in Clause 22 of this Agreement. The Managers shall be entitled to retain any sums received or recovered from charterers or from any other party in relation to ISPS Code actions and duties. If the Managers incur expenditure as a result of complying with the ISPS Code or making prudent security precautions that does not fall to be apportioned or is not recoverable from sub-charterers pursuant to the BIMCO ISPS Code Time Charter Party Clause, the Owners shall indemnify the Managers for such expenditure as invoiced to the Owners with full supporting documentation.

ANN TANKER CORPORATION

By: _____
Name:
Title:

TANKER MANAGEMENT LTD.

By: _____
Name:
Title:

SCHEDULE 1
M/T Overseas Ann – Management Fee and Drydock Fee Component

CHARTER YEAR	COMMENCING (0001 GMT)	ENDING (2400 GMT)	MANAGEMENT FEE	DRYDOCK FEE COMPONENT

1	October 17, 2005	October 16, 2006	USD 6,500 per day	USD 750 per day
2	October 17, 2006	October 16, 2007	USD 6,500 per day	USD 750 per day
3	October 17, 2007	October 16, 2008	USD 6,663 per day	USD 769 per day
4	October 17, 2008	October 16, 2009	USD 6,829 per day	USD 788 per day
5	October 17, 2009	October 16, 2010	USD 7,000 per day	USD 808 per day
6	October 17, 2010	October 16, 2011	USD 7,175 per day	USD 828 per day
to 6 1/2	October 17, 2011	April 16, 2012	USD 7,354 per day	USD 849 per day

OPTION YEAR	COMMENCING (0001 GMT)	ENDING (2400 GMT)	MANAGEMENT FEE	TIME CHARTER RATE
1	April 17, 2012	October 16, 2012	USD 7,354 per day	USD 849 per day
	October 17, 2012	April 16, 2013	USD 7,538 per day	USD 870 per day
2	April 17, 2013	October 16, 2013	USD 7,538 per day	USD 870 per day
	October 17, 2013	April 16, 2014	USD 7,726 per day	USD 892 per day
3	April 17, 2014	October 16, 2014	USD 7,726 per day	USD 892 per day
	October 17, 2014	April 16, 2015	USD 7,920 per day	USD 914 per day
4	April 17, 2015	October 16, 2015	USD 7,920 per day	USD 914 per day
	October 17, 2015	April 16, 2016	USD 8,118 per day	USD 937 per day
5	April 17, 2016	October 16, 2016	USD 8,118 per day	USD 937 per day
	October 17, 2016	April 16, 2017	USD 8,321 per day	USD 960 per day
6	April 17, 2017	October 16, 2017	USD 8,321 per day	USD 960 per day
	October 17, 2017	April 16, 2018	USD 8,529 per day	USD 984 per day
7	April 17, 2018	October 16, 2018	USD 8,529 per day	USD 984 per day
	October 17, 2018	April 16, 2019	USD 8,742 per day	USD 1,009 per day
8	April 17, 2019	October 16, 2019	USD 8,742 per day	USD 1,009 per day
	October 17, 2019	April 16, 2020	USD 8,960 per day	USD 1,034 per day

SCHEDULE 2
M/T Overseas Ann – Estimated Date of Anticipated Drydocking and Agreed Drydocking Cost

ESTIMATED DATE OF ANTICIPATED DRYDOCKING	AGREED DRYDOCKING COST	
3q 2006	$	400,000
1q 2009	$	315,000
3q 2011	$	940,000
1q 2014	$	850,000
3q 2016	$	1,545,000
1q 2019	$	1,280,000

SCHEDULE 3

The following items that are on board the Vessel as of the effective date of this Agreement are and will remain the property of the Managers. These items may remain on board at the sole discretion of and for the use and convenience of the Managers and may be removed at any time after the effective date of this Agreement at the expense of the Managers.

1. Bunkers (IFO and MDO/MGO)
2. Victualling (provisions)
3. All onboard log books up to the time and date of delivery for deck, engine and radio
4. Seller’s company forms, documents / stationery and all correspondence and company manuals
5. All ISPS, ISM and quality documentation and correspondence
6. Vessel’s Rydex communications e-mail system and server
7. Training video library, books
8. Oxygen / acetylene / freon / nitrogen / argon cylinders / bottles
9. Crew/officers library / walport videos
10. Master’s slopchest/bonded stores; personal effects of master, officers and crew
11. Personal hand-held computers
12. Personal cell phones

13. Contents of master’s safe
14. Arms / ammunition
15. Works of art, originals, copies, prints, statues
16. Safety clothing / hats or other shirts/hats with OSG logo
17. Certificates/documents to be returned to authorities
18. Seagull training software
19. All Seller’s non-class computer software and server
20. Chartco digital chart updates system software
21. Any rented or leased or third party’s equipment

GUARANTY

GUARANTY, dated as of [•], 2005 (as amended, modified or supplemented from time to time, this "Guaranty"), made by Overseas Shipholding Group, Inc., a Delaware corporation (the "Guarantor"), in favor of Double Hull Tankers, Inc. ("DHT") and its vessel owning subsidiaries listed on Schedule I hereto (each, an "Owner").

RECITALS

WHEREAS, each Owner and subsidiaries of the Guarantor listed on Schedule I hereto (the "Charterers") are entering into Time Charter Parties on the date hereof (as amended from time to time, each a "Charter") pursuant to which each of the Charterers will agree to time charter the vessel owned by one of the Owners, as specified on Schedule I (the "Vessels");

WHEREAS, DHT, the Charterers and OSG International, Inc. ("OIN") are entering into that certain Charter Framework Agreement (the "CFA") dated the date hereof;

WHEREAS, the Charterers and OIN are wholly owned subsidiaries of Guarantor; and

WHEREAS, in order to induce each Owner to enter into its Charter with the applicable Charterer and to induce DHT to enter into the Charter Framework Agreement, Guarantor desires to execute this Agreement to guarantee the Charterers' payment obligations under the Charters and OIN's payment obligations under the CFA.

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

Guaranty. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely severally guarantees to each Owner the due and punctual payment of the charterhire payments due to such Owner under its Charter with the applicable Charterer. In addition, the Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely severally guarantees to DHT the due and punctual payment of the charterhire payments due to DHT under the CFA. All such payment obligations and liabilities referred to in the previous two sentences are herein collectively called the "Guaranteed Obligations". In case of failure of a Charterer or OIN punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, the Guarantor shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by such Charterer or OIN. The Guarantor also shall pay any and all expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the

applicable Owner or DHT in enforcing its rights under this Guaranty provided that such Owner or DHT is successful in enforcing its rights hereunder.

Unconditional Obligations. The obligation of the Guarantor to guarantee the Guaranteed Obligations set forth in Section 1 above shall be absolute and unconditional irrespective of (i) any lack of enforceability against the Charterers or OIN of the Guaranteed Obligations, (ii) any change of the time, manner or place of payment, or any other term, of the Guaranteed Obligations, (iii) the failure, omission, delay or lack on the part of an Owner or DHT to assert any claim or demand or to enforce any right or remedy against the Guarantor, any Charterer or OIN, (iv) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, (v) any invalidity, illegality or unenforceability in whole or in part of any Charter or the CFA and (vi) any law, regulation or order of any jurisdiction affecting any term of the Guaranteed Obligations or an Owner's or DHT's rights with respect thereto. The Guarantor hereby waives promptness, diligence, protest, demand of payment and notices with respect to the Guaranteed Obligations and any requirement that an Owner or DHT exhaust any right or take any action against a Charterer or OIN. Notwithstanding anything in this Guaranty to the contrary, the Guarantor shall be entitled to the benefit of any right to or claim of any defense, setoff, counterclaim, recoupment or termination to which a Charterer or OIN is entitled other than those referred to in clause (v) of this Section 2.

Nature of Guaranteed Obligations. (a)The Guarantor hereby agrees that this Guaranty is a guaranty of payment and performance and not of collection only.

Any and all payments by the Guarantor under the Guaranteed Obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If the Guarantor shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit of an Owner or DHT, to the extent the amount to be received from the Guarantor after such withholding is less than the amount that would have been received from the applicable Owner or DHT, the Guarantor shall pay to the Charterer such additional amount as shall be necessary to enable the Charterer to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Insolvency. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a Charterer upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of any Charterer, OIN or the Guarantor, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to any Charterer, OIN or the Guarantor or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Guaranty, the applicable Charter or the CFA.

Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants to the Owners and DHT that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in

accordance with its terms.

Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Guaranty may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Governing Law. This Guaranty shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the applicable Charter or the CFA, as the case may be.

Notices. All notices, requests, demands and other communications under this Guaranty must be delivered in the same manner as set forth in the applicable Charter or the CFA, as the case may be.

Counterparts. This Guaranty may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Assignment; Binding Effect. This Guaranty shall be binding upon the Guarantor and its successors, permitted assigns and legal representatives and shall inure to the benefit of each Owner and DHT and their successors, permitted assigns and legal representatives. This Guaranty and any rights of either party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other party (which consent may be withheld at the sole discretion of such other party), provided that each Charterer may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 11 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party shall merge or consolidate with or into another entity or enter into a business combination or other similar transaction with another entity, such transaction shall constitute an assignment.

No Third-Party Beneficiaries. Nothing in this Guaranty will confer any rights or benefits upon any person or entity other than the Owners and DHT and a successor or permitted assignee of any Owner or DHT.

Negotiated Agreement. This Guaranty has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an

intermediary will not give rise to any presumption for or against any party to this Guaranty or be used in any respect or forum in the construction or interpretation of this Guaranty or any of its provisions.

Severability. If any provision of this Guaranty is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity and enforceability of the remainder of this Guaranty, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on its behalf by its officer thereunto duly authorized on the date first above written.

OVERSEAS SHIPHOLDING
GROUP, INC.

By: /s/ [•]
Name: [•]
Title: [•]

Accepted and Agreed to this

[ ] day of [•], 2005

[OWNERS + DHT]

By: /s/ [•]
Name: [•]
Title: [•]

SCHEDULE I

	Owners:	Charterer:	Vessel
1.	Ann Tanker Corporation	DHT Ann VLCC Corp.	*Overseas Ann*
2.	Chris Tanker Corporation	DHT Chris VLCC Corp.	*Overseas Chris*
3.	Regal Unity Tanker Corporation	DHT Regal Unity VLCC Corp.	*Regal Unity*

4.	Cathy Tanker Corporation	DHT Cathy Aframax Corp.	*Overseas Cathy*
5.	Sophie Tanker Corporation	DHT Sophie Aframax Corp.	*Overseas Sophie*
6.	Rebecca Tanker Corporation	DHT Rebecca Aframax Corp.	*Rebecca*
7.	Ania Aframax Corporation	DHT Ania Aframax Corp.	*Ania*

Exhibit 10.7

GUARANTY

GUARANTY, dated as of [•], 2005 (as amended, modified or supplemented from time to time, this "Guaranty"), made by Double Hull Tankers, Inc., a company incorporated in the Marshall Islands (the "Guarantor"), in favor of Tanker Management Ltd, a company formed in England (the "Manager").

RECITALS

WHEREAS, the Manager and the vessel owning subsidiaries of the Guarantor (the "Owners") named on Schedule I, are entering into Ship Management Agreements on the date hereof (as amended from time to time, the "Ship Management Agreements") pursuant to which the Manager will agree to provide certain services with respect to the vessels owned by the Owners named on Schedule I (the "Vessels");

WHEREAS, the Owners are wholly owned subsidiaries of Guarantor; and

WHEREAS, in order to induce the Manager to enter into the Ship Management Agreements with the Owners, Guarantor desires to execute this Agreement to guarantee the Owners' payment and performance obligations under the Ship Management Agreements.

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

Section 1. Guaranty. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely guarantees to the Manager the due and punctual payment of all obligations and liabilities owing by the Owners under the Ship Management Agreements and the due performance and compliance by the Owners with all terms, conditions and agreements contained therein (all such obligations and liabilities being herein collectively called the "Guaranteed Obligations"). In case of failure of the Owners punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, the Guarantor shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by the Owners. The Guarantor also shall pay any and all expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Manager in enforcing its rights under this Guaranty provided that the Manager is successful in enforcing its rights hereunder.

Section 2. Unconditional Obligations. The obligation of the Guarantor to guarantee the Guaranteed Obligations set forth in Section 1 above shall be absolute and unconditional irrespective of (i) any lack of enforceability against the Owners of the Guaranteed Obligations, (ii) any change of the time, manner or place of payment, or any other term, of the Guaranteed Obligations, (iii) the failure, omission, delay or lack on the part of the Manager to assert any claim or demand or to enforce any right or remedy

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against the Guarantor or the Owners, (iv) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, (v) any invalidity, illegality or unenforceability in whole or in part of the Ship Management Agreements and (vi) any law, regulation or order of any jurisdiction affecting any term of the Guaranteed Obligations or the Manager's rights with respect thereto. The Guarantor hereby waives promptness, diligence, protest, demand of payment and notices with respect to the Guaranteed Obligations and any requirement that the Manager exhaust any right or take any action against the Owners. Notwithstanding anything in this Guaranty to the contrary, the Guarantor shall be entitled to the benefit of any right to or claim of any defense, setoff, counterclaim, recoupment or termination to which the Owners are entitled other than those referred to in clause (v) of this Section 2.

Section 3. Nature of Guaranteed Obligations. (a) The Guarantor hereby agrees that this Guaranty is a guaranty of payment and performance and not of collection only.

(b) Any and all payments by the Guarantor under the Guaranteed Obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If the Guarantor shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit of the Manager, to the extent the amount to be received from the Guarantor after such withholding is less than the amount that would have been received from the Owners, the Guarantor shall pay to the Manager such additional amount as shall be necessary to enable the Manager to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Section 4. Insolvency. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by the Manager upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of the Owners or the Guarantor, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to the Owners or the Guarantor or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Guaranty or the Ship Management Agreements.

Section 5. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants to the Manager that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

Section 6. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Guaranty may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any

waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 7. Governing Law. This Guaranty shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the Ship Management Agreements.

Section 8. Notices. All notices, requests, demands and other communications under this Guaranty must be delivered in the same manner as set forth in the Ship Management Agreements.

Section 9. Counterparts. This Guaranty may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. Assignment; Binding Effect. This Guaranty shall be binding upon the Guarantor and its successors, permitted assigns and legal representatives and shall inure to the benefit of the Manager and its successors, permitted assigns and legal representatives. This Guaranty and any rights of either party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other party (which consent may be withheld at the sole discretion of such other party), provided that Manager may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 11 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party shall merge or consolidate with or into another entity or enter into a business combination or other similar transaction with another entity, such transaction shall constitute an assignment.

Section 11. No Third-Party Beneficiaries. Nothing in this Guaranty will confer any rights or benefits upon any person or entity other than the Manager and a successor or permitted assignee of the Manager.

Section 12. Negotiated Agreement. This Guaranty has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an intermediary will not give rise to any presumption for or against any party to this Guaranty or be used in any respect or forum in the construction or interpretation of this Guaranty or any of its provisions.

Section 13. Severability. If any provision of this Guaranty is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity and enforceability of the remainder of this Guaranty, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on its behalf by its officer thereunto duly authorized on the date first above written.

DOUBLE HULL TANKERS, INC.

By: /s/ [•]
Name: [•]
Title: [•]

Accepted and Agreed to this

[ ] day of [•], 2005

[TANKER MANAGEMENT]

By: /s/ [•]
Name: [•]
Title: [•]

SCHEDULE I

	Owners:	Vessel
1.	Ann Tanker Corporation	*Overseas Ann*
2.	Chris Tanker Corporation	*Overseas Chris*
3.	Regal Unity Tanker Corporation	*Regal Unity*
4.	Cathy Tanker Corporation	*Overseas Cathy*
5.	Sophie Tanker Corporation	*Overseas Sophie*
6.	Rebecca Tanker Corporation	*Rebecca*
7.	Ania Aframax Corporation	*Ania*

Exhibit 10.8

GUARANTY

GUARANTY, dated as of [•], 2005 (as amended, modified or supplemented from time to time, this "Guaranty"), made by Double Hull Tankers, Inc., a company incorporated in the Marshall Islands (the "Guarantor"), in favor of the charterers listed on Schedule I hereto (each, a "Charterer").

RECITALS

WHEREAS, the Charterer and the vessel owning subsidiaries of the Guarantor (the "Owners") named on Schedule I, are entering into Time Charter Parties on the date hereof (as amended from time to time, each a "Charter") pursuant to which each of the Charterers will agree to time charter the vessel owned by one of the Owners, as specified on Schedule I (the "Vessels");

WHEREAS, the Owners are wholly owned subsidiaries of Guarantor; and

WHEREAS, in order to induce each Charterer to enter into its Charter with the applicable Owners, Guarantor desires to execute this Agreement to guarantee the Owners' payment and performance obligations under the Charters.

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

Guaranty. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely hereby severally guarantees to each Charterer the due and punctual payment of all obligations and liabilities owing by the applicable Owner under its Charter with such Charterer and the due performance and compliance by such Owner with all terms, conditions and agreements contained therein (all such obligations and liabilities being herein collectively called the "Guaranteed Obligations"). In case of failure of an Owner punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, the Guarantor shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by such Owner. The Guarantor also shall pay any and all expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Manager in enforcing its rights under this Guaranty provided that the Manager is successful in enforcing its rights hereunder.

Unconditional Obligations. The obligation of the Guarantor to guarantee the Guaranteed Obligations set forth in Section 1 above shall be absolute and unconditional irrespective of (i) any lack of enforceability against the Owners of the Guaranteed Obligations, (ii) any change of the time, manner or place of payment, or any other term, of the Guaranteed Obligations, (iii) the failure, omission, delay or lack on the part of a Charterer to assert any claim or demand or to enforce any right or remedy

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against the Guarantor or any Owner, (iv) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, (v) any invalidity, illegality or unenforceability in whole or in part of any Charter and (vi) any law, regulation or order of any jurisdiction affecting any term of the Guaranteed Obligations or a Charterer's rights with respect thereto. The Guarantor hereby waives promptness, diligence, protest, demand of payment and notices with respect to the Guaranteed Obligations and any requirement that a Charterer exhaust any right or take any action against an Owner. Notwithstanding anything in this Guaranty to the contrary, the Guarantor shall be entitled to the benefit of any right to or claim of any defense, setoff, counterclaim, recoupment or termination to which an Owner is entitled other than those referred to in clause (v) of this Section 2.

Nature of Guaranteed Obligations. a)The Guarantor hereby agrees that this Guaranty is a guaranty of payment and performance and not of collection only.

Any and all payments by the Guarantor under the Guaranteed Obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If the Guarantor shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit of a Charterer, to the extent the amount to be received from the Guarantor after such withholding is less than the amount that would have been received from the applicable Owner, the Guarantor shall pay to the Charterer such additional amount as shall be necessary to enable the Charterer to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Insolvency. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a Charterer upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of any Owner or the Guarantor, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to any Owner or the Guarantor or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Guaranty or the applicable Charter.

Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants to the Charterer that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Guaranty may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any

party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Governing Law. This Guaranty shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the applicable Charter.

Notices. All notices, requests, demands and other communications under this Guaranty must be delivered in the same manner as set forth in the applicable Charter.

Counterparts. This Guaranty may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Assignment; Binding Effect. This Guaranty shall be binding upon the Guarantor and its successors, permitted assigns and legal representatives and shall inure to the benefit of each Charterer and its successors, permitted assigns and legal representatives. This Guaranty and any rights of either party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other party (which consent may be withheld at the sole discretion of such other party), provided that each Charterer may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 11 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party shall merge or consolidate with or into another entity or enter into a business combination or other similar transaction with another entity, such transaction shall constitute an assignment.

No Third-Party Beneficiaries. Nothing in this Guaranty will confer any rights or benefits upon any person or entity other than the Charterers and a successor or permitted assignee of any Charterer.

Negotiated Agreement. This Guaranty has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an intermediary will not give rise to any presumption for or against any party to this Guaranty or be used in any respect or forum in the construction or interpretation of this Guaranty or any of its provisions.

Severability. If any provision of this Guaranty is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity and enforceability of the remainder of this Guaranty, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed on its behalf by its officer thereunto duly authorized on the date first above written.

DOUBLE HULL TANKERS, INC.

By: /s/ [•]
Name: [•]
Title: [•]

Accepted and Agreed to this

[ ] day of [•], 2005

[CHARTERERS]

By: /s/ [•]
Name: [•]
Title: [•]

SCHEDULE I

	Owners:	Charterer:	Vessel
1.	Ann Tanker Corporation	DHT Ann VLCC Corp.	*Overseas Ann*
2.	Chris Tanker Corporation	DHT Chris VLCC Corp.	*Overseas Chris*
3.	Regal Unity Tanker Corporation	DHT Regal Unity VLCC Corp.	*Regal Unity*
4.	Cathy Tanker Corporation	DHT Cathy Aframax Corp.	*Overseas Cathy*
5.	Sophie Tanker Corporation	DHT Sophie Aframax Corp.	*Overseas Sophie*
6.	Rebecca Tanker Corporation	DHT Rebecca Aframax Corp.	*Rebecca*
7.	Ania Aframax Corporation	DHT Ania Aframax Corp.	*Ania*

Exhibit 10.9

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT, dated as of [•], 2005 (as amended, modified or supplemented from time to time, this "Agreement"), made among OSG International, Inc., a company incorporated in the Marshall Islands ("OIN"), Overseas Shipholding Group, Inc. a Delaware corporation ("OSG"), Regal Unity Tanker Corporation, a company incorporated in the Marshall Islands ("RUT Corp") and Rebecca Tanker Corporation, a company incorporated in the Marshall Islands ("RT Corp").

RECITALS

WHEREAS, each of RUT Corp and RT Corp and certain subsidiaries of OIN are entering into Memoranda of Agreement on the date hereof (each, an "MOA") pursuant to which the subsidiaries of OIN will sell and each of RUT Corp and RT Corp will purchase the vessels Regal Unity and Rebecca, respectively (the "Vessels");

WHEREAS, in order to induce each of RUT Corp and RT Corp to purchase the applicable Vessel, OIN desires to execute this Agreement to indemnify each of RUT Corp and RT Corp for certain conditions that exist with respect to the Vessels that they are purchasing;

WHEREAS, in order to induce each of RUT Corp and RT Corp to purchase the applicable Vessel, OSG desires to guarantee the payment obligations of its wholly owned subsidiary, OIN, under this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Indemnification. OIN shall indemnify and hold harmless each of RUT Corp and RT Corp against all liability and loss suffered, and expenses (including attorney's fees) actually and reasonably incurred, by RUT Corp or RT Corp in connection with, in the case of RUT Corp, any losses suffered by RUT Corp directly resulting from the Regal Unity Recommendation and, in the case of RT Corp, any losses suffered by RT Corp directly resulting from the Rebecca Recommendation, as defined on Exhibits A and B hereto, respectively, including but not limited to:

(a) the cost of making any repairs to the Regal Unity that directly result from the Regal Unity Recommendation or to the Rebecca that directly result from the Rebecca Recommendation;

(b) the cost of any drydocking that is required as a direct result of the Regal Unity Recommendation or the Rebecca Recommendation;

(c) any loss of hire that directly results from the Regal Unity Recommendation or the Rebecca Recommendation; and

(d) any damages from any action, suit or claim that directly results from the Regal Unity Recommendation or the Rebecca Recommendation.

Section 2. Guarantee. OSG hereby irrevocably, unconditionally and absolutely severally guarantees to each of RUT Corp and RT Corp the due and punctual payment of all obligations and liabilities owing by OIN under Section 1 hereto (all such obligations and liabilities being herein collectively called the "Guaranteed Obligations"). In case of failure of OIN punctually to pay any of the amounts necessary to satisfy the Guaranteed Obligations, OSG shall cause such amounts to be paid punctually when and as the same shall become due and payable as if such payment were made by OIN. OSG also shall pay any and all expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by RUT Corp or RT Corp in enforcing its rights under this Agreement provided that RUT Corp or RT Corp, as the case may be, is successful in enforcing its rights hereunder.

Section 3. Nature of Guaranteed Obligations. (a) OSG hereby agrees that the guaranty specified in Section 2 is a guaranty of payment and performance and not of collection only.

Any and all payments by OSG under the guaranteed obligations shall be made free and clear of, and without deduction or withholding for or on account of, any and all taxes, monetary transfer fees or other amounts except to the extent such deduction or withholding of any tax is required by applicable law. If OSG shall be required by applicable law to deduct or withhold any tax or other amount from or in respect of any sum payable hereunder to or for the benefit RUT Corp or RT Corp, to the extent the amount to be received from OSG after such withholding is less than the amount that would have been received from RUT Corp or RT Corp, as the case may be, OSG shall pay to the RUT Corp or RT Corp, as the case may be, such additional amount as shall be necessary to enable such party to receive, after such withholding (including any withholding with respect to such additional amount), the amount it would have received if such withholding had not been required.

Section 4. Insolvency. The guaranty contained in Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, in whole or in part of any of the guaranteed obligations is rescinded or must otherwise be restored or returned by RUT Corp or RT Corp, as the case may be, upon the bankruptcy, insolvency, reorganization, arrangements, adjustment, composition, dissolution, liquidation, or the like, of any OIN or OSG, or as a result of the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to OIN or OSG or any substantial part of either person's respective property, or otherwise, all as though such payment had not been made notwithstanding any termination of this Agreement.

Section 5. Representations and Warranties of OIN and OSG. OIN and OSG each hereby represents and warrant that this Agreement has been duly executed and

delivered by it and constitutes a valid and binding obligation of each of it, enforceable against it in accordance with its terms.

Section 6. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party on exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 7. Governing Law. This Agreement shall be construed, performed and enforced in accordance with the same laws and in the same manner as is set forth in the applicable Charter.

Section 8. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. Assignment; Binding Effect. This Agreement shall be binding upon the parties hereto and their successors, permitted assigns and legal representatives and shall inure to the benefit of each of RUT Corp and RT Corp and their successors, permitted assigns and legal representatives. This Agreement and any rights of any party hereunder, may not be assigned, directly or indirectly, without the prior written consent of the other parties (which consent may be withheld at the sole discretion of such other parties), provided that each of RUT Corp and RT Corp may assign its rights hereunder as security to its lenders. Any assignment in violation of this Section 9 shall be void and shall have no force and effect, it being understood for the avoidance of doubt that in the event that a party shall merge or consolidate with or into another entity or enter into a business combination or other similar transaction with another entity, such transaction shall constitute an assignment.

Section 10. No Third-Party Beneficiaries. Nothing in this Agreement will confer any rights or benefits upon any person or entity other than as set forth in Section 9.

Section 11. Negotiated Agreement. This Agreement has been negotiated by the parties and the fact that the initial and final draft will have been prepared by either party or an intermediary will not give rise to any presumption for or against any party to this Agreement or be used in any respect or forum in the construction or interpretation of this Agreement or any of its provisions.

Section 12. Severability. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, (i) such holding shall not affect the validity

and enforceability of the remainder of this Agreement, including any other provision, paragraph or subparagraph and (ii) the parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

IN WITNESS WHEREOF, this Agreement has been executed on its behalf by duly authorized officers of each party on the date first above written.

OSG INTERNATIONAL, INC.,

by

_____

OVERSEAS SHIPHOLDING GROUP, INC.,

by

_____

REGAL UNITY TANKER CORPORATION,

by

_____

REBECCA TANKER CORPORATION,

by

_____

EXHIBIT A

Exhibit 10.10

EXECUTION COPY

EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 26, 2005, between DOUBLE HULL TANKERS, INC., a corporation incorporated under the laws of the Republic of the Marshall Islands ("Employer"), and OLE JACOB DIESEN, an individual ("Executive").

WHEREAS Employer intends to consummate an initial public offering of its common stock (the "IPO");

WHEREAS Employer desires to employ Executive as its Chief Executive Officer upon the consummation of the IPO; and

WHEREAS Executive is willing to serve in the employ of Employer for the period and upon the other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

Employment

SECTION 1.01. Effectiveness. This Agreement shall become effective on April 15, 2005; provided, however, that this Agreement shall be null and void and of no further force and effect if the consummation of the IPO (the "Closing") does not occur by November 30, 2005; provided, further that this Agreement shall be null and void and of no further force and effect upon such earlier date that the Employer affirmatively determines to cancel the IPO (it being understood that, in the event this Agreement becomes null and void pursuant to the preceding part of this sentence, Executive shall not be subject or entitled to any of the provisions set forth in this Agreement, including, without limitation, the termination provisions of Article III; provided, however, that (a) Executive shall be entitled to (i) receive his Salary through the earlier of the first anniversary of the date on which the Employer affirmatively determines to cancel the IPO and November 30, 2006 and (ii) the amounts referred to in Section 3.02 and (b) the provisions of Article IV shall apply, except that the provisions of Section 4.05 shall only apply for the period during which Executive is entitled to receive his Salary pursuant to (a) of this proviso).

SECTION 1.02. Term. The term of Executive's employment under this Agreement (the "Term") shall commence on April 15, 2005 (the "Commencement Date"), and, unless earlier terminated pursuant to the provisions of Article III, shall terminate on the third anniversary of the Commencement Date, provided that such term may be extended by Employer, in its sole discretion, for a term to be determined by

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Employer upon giving six months' prior written notice to Executive of its intent to so extend.

SECTION 1.03. Position. During the Term, Employer shall employ Executive, and Executive shall serve, as Chief Executive Officer, reporting to the Board of Directors of Employer (the "Board"). Executive shall have the duties, responsibilities and authority as are typical for such position at companies of comparable size to Employer and within Employer's industry, including general executive authority over Employer's affairs arising in the ordinary course of business, and shall perform the other services and duties as determined from time to time by the Board.

SECTION 1.04. Time and Effort. Executive shall serve Employer faithfully, loyally, honestly and to the best of Executive's ability. Executive shall perform all duties required of him as Chief Executive Officer. During the Term, Executive shall not, directly or indirectly, engage in any employment or other activity that, in the sole discretion of the Board, is competitive with or adverse to the business, practice or affairs of Employer or any of its affiliates, whether or not such activity is pursued for profit or other advantage, or that would conflict or interfere with the rendition of Executive's services or duties, provided that Executive may serve on civic or charitable boards or committees and serve as a non-employee member of a board of directors of a corporation as to which the Board has given its consent. Prior to the Closing, Executive shall resign from or terminate all positions, relationships and activities that would be inconsistent with the foregoing.

SECTION 1.05. Location and Travel. During the Term, Executive shall be physically present at Employer's offices in St. Helier, Jersey, Channel Islands when discussing, deliberating over or making any material decision regarding or affecting Employer or its business or affairs (whether or not such activity includes or involves the Board), as determined by the Board in its discretion. Executive acknowledges and agrees that his duties and responsibilities to Employer will require him to travel worldwide from time to time, including to Employer's offices in the Channel Islands.

ARTICLE II

Compensation

SECTION 2.01. Salary. As compensation for all services rendered by Executive to Employer and all its affiliates in any capacity and for all other obligations of Executive hereunder, Employer shall pay Executive a salary ("Salary") during the Term at the annual rate of $400,000, payable monthly to a bank account specified by Executive.

SECTION 2.02. Annual Bonus. During the Term, Executive shall be eligible to receive an annual cash bonus in such amount and subject to such terms and conditions as the Board may determine in its discretion.

SECTION 2.03. Equity Awards. Upon the pricing date of the IPO, Executive shall receive, pursuant to an incentive compensation plan to be adopted by Employer prior to the IPO, stock options with respect to Employer's common stock ("Options") and restricted shares of Employer's common stock ("Restricted Stock") having an aggregate grant-date value of $75,000 (the "Initial Grants"). The Initial Grants shall be divided equally between Options, which will vest pro-rata over three years, and Restricted Stock, which will vest pro rata over four years. In the event the Closing fails to occur for any reason by November 30, 2005, then the Initial Grants will be automatically canceled and the Executive will be entitled to no benefits or payments with respect thereto. The Initial Grants and the other terms and conditions thereof shall be evidenced by award agreements to be entered into by Executive and Employer. During the Term, Executive shall be eligible to receive other awards of equity interests in Employer in such amounts and subject to such terms and conditions as the Board may determine in its discretion.

SECTION 2.04. Benefits. During the Term, Executive shall not be entitled to receive, and Employer shall have no obligation to provide, any employee benefits (including health, welfare, disability, pension, retirement and death benefits), fringe benefits or perquisites, except as otherwise set forth herein.

SECTION 2.05. Vacation. During each calendar year of the Term, Executive shall be entitled to four weeks of paid vacation from Employer, pro rated for any partial calendar year.

SECTION 2.06. Business Expenses. Employer shall reimburse Executive for all necessary and reasonable "out-of-pocket" business expenses incurred by Executive in the performance of Executive's duties hereunder, provided that Executive furnishes to Employer adequate records and other documentary evidence required to substantiate such expenditures and otherwise complies with any travel and expense reimbursement policy established by the Board from time to time.

SECTION 2.07. Withholdings. Employer and its affiliates may withhold or deduct from any amounts payable under this Agreement such taxes, fees, contributions and other amounts as may be required to be withheld or deducted pursuant to any applicable law or regulation.

ARTICLE III

Termination

SECTION 3.01. General; Exclusive Rights. Subject to the provisions of this Article III, Executive's employment with Employer may be terminated by Executive or Employer at any time and for any reason, which termination shall be effective on the date specified by Executive or Employer, as the case may be. In the event that Executive's employment with Employer is terminated, whether by Employer or Executive, at any time and for any reason, Executive shall have no further rights to any

compensation, payments or any other benefits under this Agreement or any other contract, plan, policy or arrangement with Employer or its affiliates, except as set forth in this Article III.

SECTION 3.02. Accrued Rights. Upon the termination of Executive's employment with Employer, whether by Employer or Executive, at any time and for any reason, Executive shall be entitled to receive (a) Salary earned through the date of termination that remains unpaid as of such date and (b) reimbursement of any unreimbursed business expenses incurred by Executive prior to the date of termination to the extent such expenses are reimbursable under Section 2.06 (all such amounts, the "Accrued Rights").

SECTION 3.03. Termination by Employer Other Than for Cause. (a) If (i) Employer elects to terminate Executive's employment during the Term for any reason other than Cause (as defined below) or (ii) Employer elects not to extend the Term in accordance with Section 1.02 and Employer would not at such time have Cause to terminate Executive's employment, then (A) Employer shall continue to pay Executive's Salary through the later of (1) the third anniversary of the Commencement Date and (2) the first anniversary of the effective date of Executive's termination of employment and (B) in the event of a termination pursuant to clause (i), all equity-based compensation granted to Executive pursuant to Section 2.03 (including the Initial Grants) shall immediately vest and become exercisable, subject to the other terms and conditions of such grants, provided that Employer shall not be obligated to commence any payment under this Section 3.03, and Executive shall not be entitled to any such acceleration, until such time as Executive has provided an irrevocable waiver and general release of claims, including Executive's right to notice pursuant to the Employment (Jersey) Law, 2003, as amended (other than Executive's rights under this Agreement), in favor of Employer, its affiliates, and their respective directors, officers, employees, agents and representatives in form and substance acceptable to Employer; provided, further, that Employer shall be entitled to cease making, and Executive shall forfeit any entitlement to receive, such payments in the event that Executive breaches any of his obligations under Article IV.

(b) For purposes of this Agreement, the term "Cause" shall mean (i) Executive's failure to perform those duties that Executive is required or expected to perform pursuant to this Agreement, (ii) Executive's dishonesty or breach of any fiduciary duty to Employer in the performance of Executive's duties hereunder, (iii) Executive's conviction of, or a plea of guilty or nolo contendere to, a misdemeanor involving moral turpitude, fraud, dishonesty, theft, unethical business conduct or conduct that impairs the reputation of Employer or any of its affiliates or any felony (or the equivalent thereof in any jurisdiction), (iv) Executive's gross negligence or willful misconduct in connection with Executive's duties hereunder or any act or omission that is injurious to the financial condition or business reputation of Employer or any of its affiliates or (v) Executive's breach of the provisions of Article IV of this Agreement.

SECTION 3.04. Termination upon Death or Disability. (a) Executive's employment with Employer shall terminate immediately upon Executive's death or

Disability (as defined below). In the event Executive's employment terminates due to death or Disability, then Employer shall continue to pay Executive's Salary through the first anniversary of the effective date of such termination of employment.

(b) For purposes of this Agreement, the term "Disability" shall mean the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a period of 120 days (whether or not consecutive) in any twelve-month period during the

Term. The Board shall determine, on the basis of the facts then available, whether and when the Disability of Executive has occurred. Such determination shall take into consideration the expert medical opinion of a physician mutually agreeable to Employer and Executive based upon such physician's examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of Employer.

SECTION 3.05. Termination by Executive. If Executive terminates his employment with Employer for any reason, Executive shall provide written notice to Employer at least 30 days prior to the effective date of such termination.

SECTION 3.06. Change of Control. (a) In the event that Executive's employment is terminated by Executive for Good Reason within one year following a Change of Control, Executive shall be entitled to receive the continuation of his Salary through the later of (i) the third anniversary of the Commencement Date and (ii) the first anniversary of the effective date of Executive's termination of employment.

(b) For purposes of this Agreement, the term

(i) "Change of Control" shall mean the occurrence of any of the following events, not including any events occurring prior to or in connection with the IPO (including the occurrence of such IPO):

(A) the consummation of (1) a merger, consolidation, statutory share exchange or similar form of corporate transaction involving (x) Employer or (y) any entity in which Employer, directly or indirectly, possesses 50% or more of the total combined voting power of all classes of its stock, but in the case of this clause (y) only if Employer Voting Securities (as defined below) are issued or issuable in connection with such transaction (each of the transactions referred to in this clause (1) being hereinafter referred to as a "Reorganization") or (2) the sale or other disposition of all or substantially all the assets of Employer to an entity that is not an affiliate (a "Sale") if such Reorganization or Sale requires the approval of Employer's stockholders under the law of Employer's jurisdiction of organization (whether such approval is required for such Reorganization or Sale or for the issuance of securities of Employer in such Reorganization or Sale), unless, immediately following such Reorganization or Sale, (I) all or substantially all the individuals and entities who were the

"beneficial owners" (as such term is defined in Rule 13d-3 under the Exchange Act (or a successor rule thereto)) of the Shares or other securities eligible to vote for the election of the Board (collectively, the "Employer Voting Securities") outstanding immediately prior to the consummation of such Reorganization or Sale beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the entity resulting from such Reorganization or Sale (including, without limitation, an entity that as a result of such transaction owns Employer or all or substantially all the Employer's assets either directly or through one or more subsidiaries) (the "Continuing Entity") in substantially the same proportions as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Employer Voting Securities (excluding any outstanding voting securities of the Continuing Entity that such beneficial owners hold immediately following the consummation of the Reorganization or Sale as a result of their ownership prior to such consummation of voting securities of any entity involved in or forming part of such Reorganization or Sale other than Employer and its affiliates) and (II) no Person beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding voting securities of the Continuing Entity immediately following the consummation of such Reorganization or Sale;

(B) the stockholders of Employer approve a plan of complete liquidation or dissolution of Employer; or

(C) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act, respectively) (other than Employer or an affiliate) becomes the beneficial owner, directly or indirectly, of securities of Employer representing 50% or more of the then outstanding Employer Voting Securities; provided that for purposes of this subparagraph (C), any acquisition directly from Employer shall not constitute a Change of Control; and

(ii) "Good Reason" shall mean the occurrence of any of the following events or circumstances (without the prior written consent of Executive): (A) a material reduction by Employer of Executive's authority or a material change in Executive's functions, duties or responsibilities, (B) a reduction in Executive's Salary, (C) a requirement that Executive report to anyone other than the Board, (D) a requirement that Executive relocate his residence (it being understood that the requirements set forth in Section 1.05 do not constitute a requirement to relocate) or (E) a breach by Employer of any material obligation of Employer under this Agreement (which breach has not been cured within 30 days after written notice thereof is provided to Employer by Executive specifically identifying such breach in reasonable detail).

ARTICLE IV

Executive Covenants

SECTION 4.01. Employer's Interests. Executive acknowledges that Employer has expended substantial amounts of time, money and effort to develop business strategies, substantial customer and supplier relationships, goodwill, business and trade secrets, confidential information and intellectual property and to build an efficient organization and that Employer has a legitimate business interest and right in protecting those assets as well as any similar assets that Employer may develop or obtain following the Commencement Date. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of such assets and that the restrictions set forth in this Agreement will not prevent Executive from earning an adequate and reasonable livelihood and supporting his dependents without violating any provision of this Agreement. Executive further acknowledges that Employer would not have agreed to enter into this Agreement without Executive's agreeing to enter into, and to honor the provisions and covenants of, this Article IV. Therefore, Executive agrees that, in consideration of Employer's entering into this Agreement and Employer's obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged by Executive,

Executive shall be bound by, and agrees to honor and comply with, the provisions and covenants contained in this Article IV following the Commencement Date.

SECTION 4.02. Scope of Covenants. For purposes of this Article IV, the term "Employer" includes Employer's affiliates, and its and their predecessors, successors and assigns.

SECTION 4.03. Non-Disclosure of Confidential Information.

(a) Executive acknowledges that, in the performance of his duties as an employee of Employer, Executive may be given access to Confidential Information (as defined below). Executive agrees that all Confidential Information has been, is and will be the sole property of Employer and that Executive has no right, title or interest therein. Executive shall not, directly or indirectly, disclose or cause or permit to be disclosed to any person, or utilize or cause or permit to be utilized, by any person, any Confidential Information acquired pursuant to Executive's employment with Employer (whether acquired prior to or subsequent to the execution of this Agreement or the Commencement Date) or otherwise, except that Executive may (i) utilize and disclose Confidential Information as required in the discharge of Executive's duties as an employee of Employer in good faith, subject to any restriction, limitation or condition placed on such use or disclosure by Employer, and (ii) disclose Confidential Information to the extent required by applicable law or as ordered by a court of competent jurisdiction.

(b) For purposes of this Agreement, "Confidential Information" shall mean trade secrets and confidential or proprietary information, knowledge or data that is or will be used, developed, obtained or owned by Employer relating to the business, operations, products or services of Employer or of any customer, supplier, employee or

independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, Employer), operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, developments, methods, improvements, techniques, devices, products, know-how, processes, financial data, customer or supplier lists, contact persons, cost information, regulatory matters, employee information, accounting and business methods, trade secrets, copyrightable works and information with respect to any supplier, customer, employee or independent contractor of Employer, in each case whether patentable or unpatentable, whether or not reduced to writing or other tangible medium of expression and whether or not reduced to practice, and all similar and related information in any form; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive or any other duty of confidentiality.

SECTION 4.04. Non-Disparagement. After the date hereof, Executive shall not, whether in writing or orally, criticize or disparage Employer, its business or any of its customers, clients, suppliers or vendors or any of its current or former, stockholders, directors, officers, employees, agents or representatives or any affiliates, directors, officers or employees of any of the foregoing, provided that Executive may provide critical assessments of Employer to Employer during the Term.

SECTION 4.05. Non-Competition. (a) For the Restricted Period (as defined below) Executive shall not directly or indirectly, without the prior written consent of the Board:

(i) engage in any activity or business, or establish any new business, in any location that is involved with the voyage chartering or time chartering of crude oil tankers, including assisting any person in any way to do, or attempt to do, any of the foregoing;

(ii) (A) solicit any person that is a customer or client (or prospective customer or client) of Employer or any of its affiliates to purchase any goods or services of the type sold by Employer or any of its affiliates from any person other than Employer or any of its affiliates or to reduce or refrain from doing (or otherwise change the terms or conditions of) any business with Employer or any of its affiliates, (B) interfere with or damage (or attempt to interfere with or damage) any relationship between Employer or any of its affiliates and their respective employees, customers, clients, vendors or suppliers (or any person that Employer or any of its affiliates have approached or have made significant plans to approach as a prospective employee, customer, client, vendor or supplier) or any governmental authority or any agent or representative thereof or (C) assist any person in any way to do, or attempt to do, any of the foregoing; or

(iii) form, or acquire a two (2%) percent or greater equity ownership, voting or profit participation interest in, any Competitor.

(b) For purposes of this Agreement, the term "Restricted Period" shall mean a period commencing on the date of the Commencement Date and terminating one year from the date Executive ceases to be an employee of Employer for any reason. The Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period in which Executive is in violation of this Section 4.07.

(c) For purposes of this Agreement, the term "Competitor" means any person that engages in any activity, or owns or controls a significant interest in any person that engages in any activity, in the voyage chartering and time chartering of crude oil tankers; provided that a Competitor shall not include any person who the Board has deemed, through its prior written approval, not to be a Competitor.

SECTION 4.06. Records. All memoranda, books, records, documents, papers, plans, information, letters, computer software and hardware, electronic records and other data relating to Confidential Information, whether prepared by Executive or otherwise, in Executive's possession shall be and remain the exclusive property of Employer, and Executive shall not directly or indirectly assert any interest or property rights therein. Upon termination of employment with Employer for any reason, and upon the request of Employer at any time, Executive will immediately deliver to Employer all such memoranda, books, records, documents, papers, plans, information, letters, computer software and hardware, electronic records and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of such materials.

SECTION 4.07. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article IV shall cause irreparable harm to Employer that could not be adequately compensated by monetary damages and that, in the event of such a breach, Executive shall

waive the defense in any action for specific performance that a remedy at law would be adequate, and Employer shall be entitled to (a) specifically enforce the terms and provisions of this Article IV without the necessity of proving actual damages or posting any bond or providing prior notice and (b) cease making any payments or providing any benefit otherwise required by this Agreement (including payments under Section 3.03), in each case in addition to any other remedy to which Employer may be entitled at law or in equity. Without limiting the generality of the foregoing, in any proceeding in which Employer seeks enforcement of this Agreement or seeks relief from Executive's violation of this Agreement and Employer prevails in such proceeding, Employer shall be entitled to recover from Executive all litigation costs and attorneys' fees and expenses incurred by Employer in any suit, action or proceeding arising out of or relating to this Agreement.

SECTION 4.08. Executive Representations and Warranties. Executive represents and warrants to Employer that the execution and delivery of this Agreement by Executive and the performance by Executive of Executive's duties hereunder shall not

constitute a breach of, or otherwise contravene, or conflict with the terms of any contract, agreement, arrangement, policy or understanding to which Executive is a party or otherwise bound.

SECTION 4.09. Cooperation. Following the termination of Executive's employment, Executive shall provide reasonable assistance to and cooperation with Employer in connection with any suit, action or proceeding (or any appeal therefrom) relating to acts or omissions that occurred during the period of Executive's employment with Employer. Employer shall reimburse Executive for any reasonable expenses incurred by Executive in connection with the provision of such assistance and cooperation.

ARTICLE V

Miscellaneous

SECTION 5.01. Assignment. This Agreement is personal to Executive and shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive's duties hereunder shall be null and void. Employer may assign this Agreement and its rights and obligations thereunder, in whole or in part, to any person that is an affiliate, or a successor in interest to substantially all the business or assets, of Employer. Upon such assignment, the rights and obligations of Employer hereunder shall become the rights and obligations of such affiliate or successor person, and Executive agrees that Employer shall be released and novated from any and all further liability hereunder. For purposes of this Agreement, the term "Employer" shall mean Employer as hereinbefore defined in the recitals to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 5.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Employer and the personal and legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive's covenants and obligations to Employer, as well as the rights of Employer under this Agreement, shall run in favor of and will be enforceable by Employer, its affiliates and their successors and permitted assigns.

SECTION 5.03. Entire Agreement. This Agreement contains the entire understanding of Executive, on the one hand, and Employer and its affiliates, on the other hand, with respect to the subject matter hereof, and all oral or written agreements or representations, express or implied, with respect to the subject matter hereof are set forth in this Agreement.

SECTION 5.04. Amendment. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

SECTION 5.05. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to Employer:
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Attn: Board of Directors

If to Executive:
Ole Jacob Diesen
Krags Vei 10
0783 Oslo

The parties may change the address to which notices under this Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 5.06. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of Jersey, without regard to the conflicts of law principles thereof, and both Employer and Executive submit to the non-exclusive jurisdiction of the Royal Court of Jersey in all matters arising out of or in connection with this Agreement.

SECTION 5.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to

such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5.08. Survival. Subject to Section 1.01, the rights and obligations of Employer and Executive under the provisions of this Agreement, including Articles IV and V of this Agreement, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with Employer for any reason, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 5.09. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

SECTION 5.10. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 5.11. Construction. (a) The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement.

(b) For purposes of this Agreement, the words "include" and "including", and variations thereof, shall not be deemed to be terms of limitation but rather will be deemed to be followed by the words "without limitation".

(c) For purposes of this Agreement, the term "person" means any individual, partnership, company, corporation or other entity of any kind.

(d) For purposes of this Agreement, the term "affiliate", with respect to any person, means any other person that controls, is controlled by or is under common control with such person.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

DOUBLE HULL TANKERS, INC.,

by
/s/ Erik A. Lind
Name: Erik A. Lind
Title: Chairman

OLE JACOB DIESEN,

/s/ Ole Jacob Diesen

Exhibit 10.10.1

EXECUTION COPY

INDEMNIFICATION AGREEMENT (the "Agreement") effective from April 15, 2005, between Double Hull Tankers, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands (the "Corporation"), and Ole Jacob Diesen, an individual (the "Covered Person").

WHEREAS, the Corporation desires to employ the Covered Person as its Chief Executive Officer upon the consummation of an initial public offering of the common stock of the Corporation;

WHEREAS, the Covered Person is willing to serve as the Chief Executive Officer pursuant to the terms of an employment agreement between the Corporation and the Covered Person and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms set forth herein, the parties hereto hereby agree as follows:

SECTION 1.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Covered Person against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding") and by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans. Notwithstanding the preceding sentence, except as otherwise provided in Section 1.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under this Agreement, the Corporation's Bylaws, the Corporation's Amended and Restated Articles of Incorporation, any other agreement, the Business Corporation Act of the Republic of the Marshall Islands or otherwise.

SECTION 1.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition, provided, however, that, to the

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extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Agreement or otherwise.

SECTION 1.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Agreement is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 1.04. Nonexclusivity of Rights. The rights conferred on the Covered Person by this Agreement shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, the bylaws of the Corporation, any other agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 1.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. Amendments. This Agreement may not be amended, added to, altered or repealed except by written instrument signed by each of the parties hereto.

SECTION 2.02. Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such term, provision or covenant shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other

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jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect an shall in no way be affected, impaired or invalidated.

SECTION 2.03. Survival. The rights and obligations of each party to the this Agreement shall survive and remain binding and enforceable, notwithstanding any termination of the Covered Person's employment with the Corporation, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 2.04. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of The Marshall Islands.

SECTION 2.05. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 2.06. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of July 26, 2005.

DOUBLE HULL TANKERS, INC.,

by

/s/ Erik A. Lind

Erik Lind, on behalf of the Board of Directors of Double Hull Tankers, Inc.

/s/ Ole Jacob Diesen

Ole Jacob Diesen

Exhibit 10.11

EXECUTION COPY

EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 26, 2005, between DOUBLE HULL TANKERS, INC., a corporation incorporated under the laws of the Republic of the Marshall Islands ("Employer"), and EIRIK UBØE, an individual ("Executive").

WHEREAS Employer intends to consummate an initial public offering of its common stock (the "IPO");

WHEREAS Employer desires to employ Executive as its Chief Financial Officer upon the consummation of the IPO; and

WHEREAS Executive is willing to serve in the employ of Employer for the period and upon the other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

Employment

SECTION 1.01. Effectiveness. This Agreement shall become effective on June 15, 2005; provided, however, that this Agreement shall be null and void and of no further force and effect if the consummation of the IPO (the "Closing") does not occur by November 30, 2005; provided, further that this Agreement shall be null and void and of no further force and effect upon such earlier date that the Employer affirmatively determines to cancel the IPO (it being understood that, in the event this Agreement becomes null and void pursuant to the preceding part of this sentence, Executive shall not be subject or entitled to any of the provisions set forth in this Agreement, including, without limitation, the termination provisions of Article III; provided, however, that (a) Executive shall be entitled to (i) receive his Salary through the earlier of the first anniversary of the date on which the Employer affirmatively determines to cancel the IPO and November 30, 2006 and (ii) the amounts referred to in Section 3.02 and (b) the provisions of Article IV shall apply, except that the provisions of Section 4.05 shall only apply for the period during which Executive is entitled to receive his Salary pursuant to (a) of this proviso).

SECTION 1.02. Term. The term of Executive's employment under this Agreement (the "Term") shall commence on June 15, 2005 (the "Commencement Date"), and, unless earlier terminated pursuant to the provisions of Article III, shall terminate on the third anniversary of the Commencement Date, provided that such term may be

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extended by Employer, in its sole discretion, for a term to be determined by Employer upon giving six months' prior written notice to Executive of its intent to so extend.

SECTION 1.03. Position. During the Term, Employer shall employ Executive, and Executive shall serve, as Chief Financial Officer, reporting to the Chief Executive Officer. Executive shall have the duties, responsibilities and authority as are typical for such position at companies of comparable size to Employer and within Employer's industry, including general executive authority over Employer's affairs arising in the ordinary course of business, and shall perform the other services and duties as determined from time to time by the Board of Directors of Employer (the "Board").

SECTION 1.04. Time and Effort. Executive shall serve Employer faithfully, loyally, honestly and to the best of Executive's ability. Executive shall devote substantially all of Executive's business time to the performance of Executive's duties on behalf of Employer. During the Term, Executive shall not, directly or indirectly, engage in any employment or other activity that, in the sole discretion of the Board, is competitive with or adverse to the business, practice or affairs of Employer or any of its affiliates, whether or not such activity is pursued for profit or other advantage, or that would conflict or interfere with the rendition of Executive's services or duties, provided that Executive may serve on civic or charitable boards or committees and serve as a non-employee member of a board of directors of a corporation as to which the Board has given its consent. Prior to the Closing, Executive shall resign from or terminate all positions, relationships and activities that would be inconsistent with the foregoing.

SECTION 1.05. Location and Travel. During the Term, Executive shall be physically present at Employer's offices in St. Helier, Jersey, Channel Islands when discussing, deliberating over or making any material decision regarding or affecting Employer or its business or affairs (whether or not such activity includes or involves the Board), as determined by the Board in its discretion. Executive acknowledges and agrees that his duties and responsibilities to Employer will require him to travel worldwide from time to time, including to Employer's offices in the Channel Islands.

ARTICLE II

Compensation

SECTION 2.01. Salary. As compensation for all services rendered by Executive to Employer and all its affiliates in any capacity and for all other obligations of Executive hereunder, Employer shall pay Executive a salary ("Salary") during the Term at the annual rate of $275,000, payable monthly to a bank account specified by Executive.

SECTION 2.02. Annual Bonus. During the Term, Executive shall be eligible to receive an annual cash bonus in such amount and subject to such terms and conditions as the Board may determine in its discretion.

SECTION 2.03. Equity Awards. Upon the pricing date of the IPO, Executive shall receive, pursuant to an incentive compensation plan to be adopted by Employer prior to the IPO, stock options with respect to Employer's common stock ("Options") and restricted shares of Employer's common stock ("Restricted Stock") having an aggregate grant-date value of $75,000 (the "Initial Grants"). The Initial Grants shall be divided equally between Options, which will vest pro-rata over three years, and Restricted Stock, which will vest pro rata over four years. In the event the Closing fails to occur for any reason by November 30, 2005, then the Initial Grants will be automatically canceled and the Executive will be entitled to no benefits or payments with respect thereto. The Initial Grants and the other terms and conditions thereof shall be evidenced by award agreements to be entered into by Executive and Employer. During the Term, Executive shall be eligible to receive other awards of equity interests in Employer in such amounts and subject to such terms and conditions as the Board may determine in its discretion.

SECTION 2.04. Benefits. During the Term, Executive shall not be entitled to receive, and Employer shall have no obligation to provide, any employee benefits (including health, welfare, disability, pension, retirement and death benefits), fringe benefits or perquisites, except as otherwise set forth herein.

SECTION 2.05. Vacation. During each calendar year of the Term, Executive shall be entitled to four weeks of paid vacation from Employer, pro rated for any partial calendar year.

SECTION 2.06. Business Expenses. Employer shall reimburse Executive for all necessary and reasonable "out-of-pocket" business expenses incurred by Executive in the performance of Executive's duties hereunder, provided that Executive furnishes to Employer adequate records and other documentary evidence required to substantiate such expenditures and otherwise complies with any travel and expense reimbursement policy established by the Board from time to time.

SECTION 2.07. Withholdings. Employer and its affiliates may withhold or deduct from any amounts payable under this Agreement such taxes, fees, contributions and other amounts as may be required to be withheld or deducted pursuant to any applicable law or regulation.

ARTICLE III

Termination

SECTION 3.01. General; Exclusive Rights. Subject to the provisions of this Article III, Executive's employment with Employer may be terminated by Executive or Employer at any time and for any reason, which termination shall be effective on the date specified by Executive or Employer, as the case may be. In the event that Executive's employment with Employer is terminated, whether by Employer or Executive, at any time and for any reason, Executive shall have no further rights to any

compensation, payments or any other benefits under this Agreement or any other contract, plan, policy or arrangement with Employer or its affiliates, except as set forth in this Article III.

SECTION 3.02. Accrued Rights. Upon the termination of Executive's employment with Employer, whether by Employer or Executive, at any time and for any reason, Executive shall be entitled to receive (a) Salary earned through the date of termination that remains unpaid as of such date and (b) reimbursement of any unreimbursed business expenses incurred by Executive prior to the date of termination to the extent such expenses are reimbursable under Section 2.06 (all such amounts, the "Accrued Rights").

SECTION 3.03. Termination by Employer Other Than for Cause. (a) If (i) Employer elects to terminate Executive's employment during the Term for any reason other than Cause (as defined below) or (ii) Employer elects not to extend the Term in accordance with Section 1.02 and Employer would not at such time have Cause to terminate Executive's employment, then (A) Employer shall continue to pay Executive's Salary through the later of (1) the third anniversary of the Commencement Date and (2) the first anniversary of the effective date of Executive's termination of employment and (B) in the event of a termination pursuant to clause (i), all equity-based compensation granted to Executive pursuant to Section 2.03 (including the Initial Grants) shall immediately vest and become exercisable, subject to the other terms and conditions of such grants, provided that Employer shall not be obligated to commence any payment under this Section 3.03, and Executive shall not be entitled to any such acceleration, until such time as Executive has provided an irrevocable waiver and general release of claims, including Executive's right to notice pursuant to the Employment (Jersey) Law, 2003, as amended (other than Executive's rights under this Agreement), in favor of Employer, its affiliates, and their respective directors, officers, employees, agents and representatives in form and substance acceptable to Employer; provided, further, that Employer shall be entitled to cease making, and Executive shall forfeit any entitlement to receive, such payments in the event that Executive breaches any of his obligations under Article IV.

(b) For purposes of this Agreement, the term "Cause" shall mean (i) Executive's failure to perform those duties that Executive is required or expected to perform pursuant to this Agreement, (ii) Executive's dishonesty or breach of any fiduciary duty to Employer in the performance of Executive's duties hereunder, (iii) Executive's conviction of, or a plea of guilty or nolo contendere to, a misdemeanor involving moral turpitude, fraud, dishonesty, theft, unethical business conduct or conduct that impairs the reputation of Employer or any of its affiliates or any felony (or the equivalent thereof in any jurisdiction), (iv) Executive's gross negligence or willful misconduct in connection with Executive's duties hereunder or any act or omission that is injurious to the financial condition or business reputation of Employer or any of its affiliates or (v) Executive's breach of the provisions of Article IV of this Agreement.

SECTION 3.04. Termination upon Death or Disability. (a) Executive's employment with Employer shall terminate immediately upon Executive's death or Disability (as defined below). In the event Executive's employment terminates due to death or Disability, then Employer shall continue to pay Executive's Salary through the first anniversary of the effective date of such termination of employment.

(b) For purposes of this Agreement, the term "Disability" shall mean the inability of Executive, due to illness, accident or any other physical or mental incapacity, to perform Executive's duties in a normal manner for a period of 120 days (whether or not consecutive) in any twelve-month period during the Term. The Board shall determine, on the basis of the facts then available, whether and when the Disability of Executive has occurred. Such determination shall take into consideration the expert medical opinion of a physician mutually agreeable to Employer and Executive based upon such physician's examination of Executive. Executive agrees to make himself available for such examination upon the reasonable request of Employer.

SECTION 3.05. Termination by Executive. If Executive terminates his employment with Employer for any reason, Executive shall provide written notice to Employer at least 30 days prior to the effective date of such termination.

SECTION 3.06. Change of Control. (a) In the event that Executive's employment is terminated by Executive for Good Reason within one year following a Change of Control, Executive shall be entitled to receive the continuation of his Salary through the later of (i) the third anniversary of the Commencement Date and (ii) the first anniversary of the effective date of Executive's termination of employment.

(b) For purposes of this Agreement, the term

(i) "Change of Control" shall mean the occurrence of any of the following events, not including any events occurring prior to or in connection with the IPO (including the occurrence of such IPO):

(A) the consummation of (1) a merger, consolidation, statutory share exchange or similar form of corporate transaction involving (x) Employer or (y) any entity in which Employer, directly or indirectly, possesses 50% or more of the total combined voting power of all classes of its stock, but in the case of this clause (y) only if Employer Voting Securities (as defined below) are issued or issuable in connection with such transaction (each of the transactions referred to in this clause (1) being hereinafter referred to as a "Reorganization") or (2) the sale or other disposition of all or substantially all the assets of Employer to an entity that is not an affiliate (a "Sale") if such Reorganization or Sale requires the approval of Employer's stockholders under the law of Employer's jurisdiction of organization (whether such approval is required for such Reorganization or Sale or for the issuance of securities of Employer in such Reorganization or

Sale), unless, immediately following such Reorganization or Sale, (I) all or substantially all the individuals and entities who were the "beneficial owners" (as such term is defined in Rule 13d-3 under the Exchange Act (or a successor rule thereto)) of the Shares or other securities eligible to vote for the election of the Board (collectively, the "Employer Voting Securities") outstanding immediately prior to the consummation of such Reorganization or Sale beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the entity resulting from such Reorganization or Sale (including, without limitation, an entity that as a result of such transaction owns Employer or all or substantially all the Employer's assets either directly or through one or more subsidiaries) (the "Continuing Entity") in substantially the same proportions as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Employer Voting Securities (excluding any outstanding voting securities of the Continuing Entity that such beneficial owners hold immediately following the consummation of the Reorganization or Sale as a result of their ownership prior to such consummation of voting securities of any entity involved in or forming part of such Reorganization or Sale other than Employer and its affiliates) and (II) no Person beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding voting securities of the Continuing Entity immediately following the consummation of such Reorganization or Sale;

(B) the stockholders of Employer approve a plan of complete liquidation or dissolution of Employer; or

(C) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act, respectively) (other than Employer or an affiliate) becomes the beneficial owner, directly or indirectly, of securities of Employer representing 50% or more of the then outstanding Employer Voting Securities; provided that for purposes of this subparagraph (C), any acquisition directly from Employer shall not constitute a Change of Control; and

(ii) "Good Reason" shall mean the occurrence of any of the following events or circumstances (without the prior written consent of Executive): (A) a material reduction by Employer of Executive's authority or a material change in Executive's functions, duties or responsibilities, (B) a reduction in Executive's Salary, (C) a requirement that Executive report to anyone other than the Board, (D) a requirement that Executive relocate his residence (it being understood that the requirements set forth in Section 1.05 do not constitute a requirement to relocate) or (E) a breach by Employer of any material obligation of Employer under this Agreement (which breach has not been cured within 30 days after written notice

thereof is provided to Employer by Executive specifically identifying such breach in reasonable detail).

ARTICLE IV

Executive Covenants

SECTION 4.01. Employer's Interests. Executive acknowledges that Employer has expended substantial amounts of time, money and effort to develop business strategies, substantial customer and supplier relationships, goodwill, business and trade secrets, confidential information and intellectual property and to build an efficient organization and that Employer has a legitimate business interest and right in protecting those assets as well as any similar assets that Employer may develop or obtain following the Commencement Date. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of such assets and that the restrictions set forth in this Agreement will not prevent Executive from earning an adequate and reasonable livelihood and supporting his dependents without violating any provision of this Agreement. Executive further acknowledges that Employer would not have agreed to enter into this Agreement without Executive's agreeing to enter into, and to honor the provisions and covenants of, this Article IV. Therefore, Executive agrees that, in consideration of Employer's entering into this Agreement and Employer's obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged by Executive, Executive shall be bound by, and agrees to honor and comply with, the provisions and covenants contained in this Article IV following the Commencement Date.

SECTION 4.02. Scope of Covenants. For purposes of this Article IV, the term "Employer" includes Employer's affiliates, and its and their predecessors, successors and assigns.

SECTION 4.03. Non-Disclosure of Confidential Information. (a) Executive acknowledges that, in the performance of his duties as an employee of Employer, Executive may be given access to Confidential Information (as defined below). Executive agrees that all Confidential Information has been, is and will be the sole property of Employer and that Executive has no right, title or interest therein. Executive shall not, directly or indirectly, disclose or cause or permit to be disclosed to any person, or utilize or cause or permit to be utilized, by any person, any Confidential Information acquired pursuant to Executive's employment with Employer (whether acquired prior to or subsequent to the execution of this Agreement or the Commencement Date) or otherwise, except that Executive may (i) utilize and disclose Confidential Information as required in the discharge of Executive's duties as an employee of Employer in good faith, subject to any restriction, limitation or condition placed on such use or disclosure by Employer, and (ii) disclose Confidential Information to the extent required by applicable law or as ordered by a court of competent jurisdiction.

(b) For purposes of this Agreement, "Confidential Information" shall mean trade secrets and confidential or proprietary information, knowledge or data that is or will be used, developed, obtained or owned by Employer relating to the business, operations, products or services of Employer or of any customer, supplier, employee or independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, Employer), operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, developments, methods, improvements, techniques, devices, products, know-how, processes, financial data, customer or supplier lists, contact persons, cost information, regulatory matters, employee information, accounting and business methods, trade secrets, copyrightable works and information with respect to any supplier, customer, employee or independent contractor of Employer, in each case whether patentable or unpatentable, whether or not reduced to writing or other tangible medium of expression and whether or not reduced to practice, and all similar and related information in any form; provided, however, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive or any other duty of confidentiality.

SECTION 4.04. Non-Disparagement. After the date hereof, Executive shall not, whether in writing or orally, criticize or disparage Employer, its business or any of its customers, clients, suppliers or vendors or any of its current or former, stockholders, directors, officers, employees, agents or representatives or any affiliates, directors, officers or employees of any of the foregoing, provided that Executive may provide critical assessments of Employer to Employer during the Term.

SECTION 4.05. Non-Competition. (a) For the Restricted Period (as defined below), Executive shall not directly or indirectly, without the prior written consent of the Board:

(i) engage in any activity or business, or establish any new business, in any location that is involved with the voyage, chartering or time chartering of crude oil tankers, including assisting any person in any way to do, or attempt to do, any of the foregoing;

(ii) (A) solicit any person that is a customer or client (or prospective customer or client) of Employer or any of its affiliates to purchase any goods or services of the type sold by Employer or any of its affiliates from any person other than Employer or any of its affiliates or to reduce or refrain from doing (or otherwise change the terms or conditions of) any business with Employer or any of its affiliates, (B) interfere with or damage (or attempt to interfere with or damage) any relationship between Employer or any of its affiliates and their respective employees, customers, clients, vendors or suppliers (or any person that Employer or any of its affiliates have approached or have made significant plans to approach as a prospective employee, customer, client, vendor or supplier) or

any governmental authority or any agent or representative thereof or (C) assist any person in any way to do, or attempt to do, any of the foregoing; or

(iii) form, or acquire a two (2%) percent or greater equity ownership, voting or profit participation interest in, any Competitor.

(b) For purposes of this Agreement, the term "Restricted Period" shall mean a period commencing on the date of the Commencement Date and terminating one year from the date Executive ceases to be an employee of Employer for any reason. The Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period in which Executive is in violation of this Section 4.07.

(c) For purposes of this Agreement, the term "Competitor" means any person that engages in any activity, or owns or controls a significant interest in any person that engages in any activity, in the voyage, chartering and time chartering of crude oil tankers; provided that a Competitor shall not include any person who the Board has deemed, through its prior written approval, not to be a Competitor.

SECTION 4.06. Records. All memoranda, books, records, documents, papers, plans, information, letters, computer software and hardware, electronic records and other data relating to Confidential Information, whether prepared by Executive or otherwise, in Executive's possession shall be and remain the exclusive property of Employer, and Executive shall not directly or indirectly assert any interest or property rights therein. Upon termination of employment with Employer for any reason, and upon the request of Employer at any time, Executive will immediately deliver to Employer all such memoranda, books, records, documents, papers, plans, information, letters, computer software and hardware, electronic records and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of such materials.

SECTION 4.07. Specific Performance. Executive agrees that any breach by Executive of any of the provisions of this Article IV shall cause irreparable harm to Employer that could not be adequately compensated by monetary damages and that, in the event of such a breach, Executive shall waive the defense in any action for specific performance that a remedy at law would be adequate, and Employer shall be entitled to (a) specifically enforce the terms and provisions of this Article IV without the necessity of proving actual damages or posting any bond or providing prior notice and (b) cease making any payments or providing any benefit otherwise required by this Agreement (including payments under Section 3.03), in each case in addition to any other remedy to which Employer may be entitled at law or in equity. Without limiting the generality of the foregoing, in any proceeding in which Employer seeks enforcement of this

Agreement or seeks relief from Executive's violation of this Agreement and Employer prevails in such proceeding, Employer shall be entitled to recover from Executive all litigation costs and attorneys' fees and expenses incurred by Employer in any suit, action or proceeding arising out of or relating to this Agreement.

SECTION 4.08. Executive Representations and Warranties. Executive represents and warrants to Employer that the execution and delivery of this Agreement by Executive and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, or conflict with the terms of any contract, agreement, arrangement, policy or understanding to which Executive is a party or otherwise bound.

SECTION 4.09. Cooperation. Following the termination of Executive's employment, Executive shall provide reasonable assistance to and cooperation with Employer in connection with any suit, action or proceeding (or any appeal therefrom) relating to acts or omissions that occurred during the period of Executive's employment with Employer. Employer shall reimburse Executive for any reasonable expenses incurred by Executive in connection with the provision of such assistance and cooperation.

ARTICLE V

Miscellaneous

SECTION 5.01. Assignment. This Agreement is personal to Executive and shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive's duties hereunder shall be null and void. Employer may assign this Agreement and its rights and obligations thereunder, in whole or in part, to any person that is an affiliate, or a successor in interest to substantially all the business or assets, of Employer. Upon such assignment, the rights and obligations of Employer hereunder shall become the rights and obligations of such affiliate or successor person, and Executive agrees that Employer shall be released and novated from any and all further liability hereunder. For purposes of this Agreement, the term "Employer" shall mean Employer as hereinbefore defined in the recitals to this Agreement and any permitted assignee to which this Agreement is assigned.

SECTION 5.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Employer and the personal and legal representatives, executors, administrators, successors, distributees, devisees and legatees of Executive. Executive acknowledges and agrees that all Executive's covenants and obligations to Employer, as well as the rights of Employer under this Agreement, shall run in favor of and will be enforceable by Employer, its affiliates and their successors and permitted assigns.

SECTION 5.03. Entire Agreement. This Agreement contains the entire understanding of Executive, on the one hand, and Employer and its affiliates, on the other hand, with respect to the subject matter hereof, and all oral or written agreements or representations, express or implied, with respect to the subject matter hereof are set forth in this Agreement.

SECTION 5.04. Amendment. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

SECTION 5.05. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to Employer:
Double Hull Tankers, Inc.
26 New Street
St. Helier, Jersey JE23RA
Channel Islands
Attn: Board of Directors

If to Executive:
Eirik Ubøe
Jacob Neumannsvei 42
1384 Asker, Norway

The parties may change the address to which notices under this Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 5.06. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of Jersey, without regard to the conflicts of law principles thereof, and both Employer and Executive submit to the non-exclusive jurisdiction of the Royal Court of Jersey in all matters arising out of or in connection with this Agreement.

SECTION 5.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5.08. Survival. Subject to Section 1.01, the rights and obligations of Employer and Executive under the provisions of this Agreement, including Articles IV and V of this Agreement, shall survive and remain binding and enforceable, notwithstanding any termination of Executive's employment with Employer for any reason, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 5.09. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

SECTION 5.10. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 5.11. Construction. (a) The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement.

(b) For purposes of this Agreement, the words "include" and "including", and variations thereof, shall not be deemed to be terms of limitation but rather will be deemed to be followed by the words "without limitation".

(c) For purposes of this Agreement, the term "person" means any individual, partnership, company, corporation or other entity of any kind.

(d) For purposes of this Agreement, the term "affiliate", with respect to any person, means any other person that controls, is controlled by or is under common control with such person.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

DOUBLE HULL TANKERS, INC.,

by
/s/ Erik A. Lind
Name: Erik A. Lind
Title: Chairman

EIRIK UBØE,

/s/ Eirik Ubøe

Exhibit 10.11.1

EXECUTION COPY

INDEMNIFICATION AGREEMENT (the "Agreement") effective from June 15, 2005, between Double Hull Tankers, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands (the "Corporation"), and EIRIK UBØE, an individual (the "Covered Person").

WHEREAS, the Corporation desires to employ the Covered Person as its Chief Financial Officer upon the consummation of an initial public offering of the common stock of the Corporation;

WHEREAS, the Covered Person is willing to serve as the Chief Financial Officer pursuant to the terms of an employment agreement between the Corporation and the Covered Person and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms set forth herein, the parties hereto hereby agree as follows:

SECTION 1.01. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Covered Person against all liability and loss suffered, and expenses (including attorneys' fees) actually and reasonably incurred, by such Covered Person in connection with any action, suit, claim, inquiry or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation) and whether formal or informal (a "Proceeding") and by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans. Notwithstanding the preceding sentence, except as otherwise provided in Section 1.03, the Corporation shall be required to indemnify or advance expenses to a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person (and not by way of defense) only if the commencement of such Proceeding (or part thereof) by the Covered Person (i) was authorized in the specific case by the Board, or (ii) was brought to establish or enforce a right to indemnification under this Agreement, the Corporation's Bylaws, the Corporation's Amended and Restated Articles of Incorporation, any other agreement, the Business Corporation Act of the Republic of the Marshall Islands or otherwise.

SECTION 1.02. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person who was or is made or is threatened to be made a party to or a witness in or is otherwise involved in any Proceeding, by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership,

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joint venture, trust, nonprofit entity or other entity, including service with respect to employee benefit plans in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Agreement or otherwise.

SECTION 1.03. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Agreement is not paid in full within thirty days after a written claim therefor by the Covered Person has been presented to the Corporation, the Covered Person may file suit against the Corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In addition, the Covered Person may file suit against the Corporation to establish a right to indemnification or advancement of expenses. In any such action the Corporation shall have the burden of proving by clear and convincing evidence that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 1.04. Nonexclusivity of Rights. The rights conferred on the Covered Person by this Agreement shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, the bylaws of the Corporation, any other agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 1.05. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced to the extent such Covered Person has otherwise actually received payment (under any insurance policy or otherwise) of the amounts otherwise payable by the Corporation.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. Amendments. This Agreement may not be amended, added to, altered or repealed except by written instrument signed by each of the parties hereto.

SECTION 2.02. Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such term, provision or covenant shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such

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provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect an shall in no way be affected, impaired or invalidated.

SECTION 2.03. Survival. The rights and obligations of each party to the this Agreement shall survive and remain binding and enforceable, notwithstanding any termination of the Covered Person's employment with the Corporation, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 2.04. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of The Marshall Islands.

SECTION 2.05. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 2.06. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of July 26, 2005.

DOUBLE HULL TANKERS, INC.,

by

/s/ Erik A. Lind

Erik Lind, on behalf of the Board of Directors
of Double Hull Tankers,
Inc.

/s/ Eirik Uboe

EIRIK UBØE

DOUBLE HULL TANKERS, INC.
2005 INCENTIVE COMPENSATION PLAN

SECTION 1. Purpose. The purpose of this Double Hull Tankers, Inc. 2005 Incentive Compensation Plan is to promote the interests of Double Hull Tankers, Inc. and its stockholders by (a) attracting and retaining exceptional directors, officers, employees, consultants and independent contractors (including prospective directors, officers, employees, consultants and independent contractors) and (b) enabling such individuals to participate in the long-term growth and financial success of Double Hull Tankers, Inc.

SECTION 2. Definitions. As used herein, the following terms shall have the meanings set forth below:

"Affiliate" means (a) any entity that, directly or indirectly, is controlled by, controls or is under common control with the Company and (b) any entity in which the Company has a significant equity interest, in either case as determined by the Committee.

"Award" means any award that is permitted under Section 6 and granted under the Plan.

"Award Agreement" means any written agreement, contract or other instrument or document evidencing any Award, which may, but need not, require execution or acknowledgment by a Participant.

"Board" means the Board of Directors of the Company.

"Cash Incentive Award" shall have the meaning specified in Section 6(d).

"Change of Control" shall, for purposes of any Award, (a) have the meaning set forth in the applicable Award Agreement or (b) if there is no definition set forth in such Award Agreement, mean the occurrence of any of the following events, not including any events occurring prior to or in connection with an initial public offering of Shares (including the occurrence of such initial public offering):

(i) the consummation of (A) a merger, consolidation, statutory share exchange or similar form of corporate transaction involving (x) the Company or (y) any of its Subsidiaries, but in the case of this clause (y) only if Company Voting Securities (as defined below) are issued or issuable in connection with such transaction (each of the transactions referred to in this clause (A) being hereinafter referred to as a "Reorganization") or (B) the sale or other disposition of all or substantially all the assets of the Company to an entity that is not an Affiliate (a "Sale") if such Reorganization or Sale requires the approval of the Company's stockholders under the law of the Company's jurisdiction of organization (whether such approval is required for such Reorganization or Sale or for the issuance of securities of the Company in such Reorganization or Sale), unless, immediately following such Reorganization or Sale, (1) all or

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substantially all the individuals and entities who were the "beneficial owners" (as such term is defined in Rule 13d-3 under the Exchange Act (or a successor rule thereto)) of the Shares or other securities eligible to vote for the election of the Board (collectively, the "Company Voting Securities") outstanding immediately prior to the consummation of such Reorganization or Sale beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the entity resulting from such Reorganization or Sale (including, without limitation, an entity that as a result of such transaction owns the Company or all or substantially all the Company's assets either directly or through one or more subsidiaries) (the "Continuing Entity") in substantially the same proportions as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Company Voting Securities (excluding any outstanding voting securities of the Continuing Entity that such beneficial owners hold immediately following the consummation of the Reorganization or Sale as a result of their ownership prior to such consummation of voting securities of any entity involved in or forming part of such Reorganization or Sale other than the Company and its Affiliates) and (2) no Person beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding voting securities of the Continuing Entity immediately following the consummation of such Reorganization or Sale;

(ii) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company; or

(iii) any Person or "group" (as used in Section 14(d)(2) of the Exchange Act) (other than the Company or an Affiliate) becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the then outstanding Company Voting Securities; provided, however, that for purposes of this subparagraph (iv), any acquisition directly from or to the Company shall not constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Committee" means the compensation committee of the Board, or such other committee of the Board as may be designated by the Board to administer the Plan.

"Company" means Double Hull Tankers, Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands, together with any successor thereto.

"Disability" means the inability of the Participant, due to illness, accident or any other physical or mental incapacity, to perform the Participant's duties in a normal manner for a period of 120 days (whether or not consecutive) in any twelve-month period during the Participant's employment or service with the Company or any of its Affiliates.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto.

"Exercise Price" means, with respect to an Option, the price specified in the applicable Award Agreement as the price-per-Share at which Shares may be purchased pursuant to such Option.

"Fair Market Value" means (a) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee and (b) with respect to Shares, as of any date, (i) the mean between the high and low sales prices of Shares (A) as reported by the NYSE for such date or (B) if Shares are listed on a national stock exchange and not reported on the NYSE, as reported on the stock exchange composite tape for securities traded on such stock exchange for such date or, with respect to each of clauses (A) and (B), if there were no sales on such date, on the closest preceding date on which there were sales of Shares or (ii) in the event there shall be no public market for Shares on such date, the fair market value of Shares as determined in good faith by the Committee.

"Incentive Stock Option" means an option to purchase Shares from the Company that (a) is granted under Section 6 of the Plan and (b) is intended to qualify for special Federal income tax treatment pursuant to Sections 421 and 422 of the Code and which is so designated in the applicable Award Agreement.

"Independent Director" means a member of the Board who is not an employee of the Company or any Affiliate.

"IRS" means the Internal Revenue Service or any successor thereto and includes the staff thereof.

"Nonqualified Stock Option" means an option to purchase Shares from the Company that (a) is granted under Section 6 of the Plan and (b) is not an Incentive Stock Option.

"NYSE" means the New York Stock Exchange, or any successor thereto.

"Option" means an Incentive Stock Option or a Nonqualified Stock Option or both, as the context requires.

"Participant" means any director, officer, employee, consultant or independent contractor (including any prospective director, officer, employee, consultant or independent contractor) of the Company or its Affiliates who is eligible for an Award under Section 5 and who is selected by the Committee to receive an Award under the Plan or who receives a Substitute Award pursuant to Section 4(c).

"Plan" means this Double Hull Tankers, Inc. 2005 Incentive Compensation Plan, as in effect from time to time.

"Restricted Share" means a Share delivered under the Plan that is subject to transfer restrictions, forfeiture provisions or other terms and conditions specified herein and in the applicable Award Agreement.

"RSU" means a restricted stock unit Award that is designated as such in the applicable Award Agreement and that represents an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property in accordance with the terms of the applicable Award Agreement.

"SEC" means the Securities and Exchange Commission or any successor thereto and shall include the staff thereof.

"Shares" means shares of Common Stock of the Company, $0.01 par value, or such other securities of the Company (a) into which such shares shall be changed by reason of a recapitalization, merger, consolidation, split-up, combination, exchange of shares or other similar transaction or (b) as may be determined by the Committee pursuant to Section 4(b).

"Subsidiary" means any entity in which the Company, directly or indirectly, possesses fifty percent (50%) or more of the total combined voting power of all classes of its stock.

"Substitute Awards" shall have the meaning specified in Section 4(c).

SECTION 3. Administration. (a) Composition of Committee. The Plan shall be administered by the Committee, which shall be composed of two or more directors, all of whom shall be Independent Directors and all of whom shall meet the independence requirements of the NYSE; provided, however, that, prior to the date of the consummation of the initial public offering of Shares, the Committee shall be composed of one or more members of the Board, as determined by the Board.

(b) Authority of Committee. Subject to the terms of the Plan and applicable law, and in addition to the other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have sole and plenary authority to administer the Plan, including, but not limited to, the authority to (i) designate Participants, (ii) determine the type or types of Awards to be granted to a Participant, (iii) determine the number of Shares to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with, Awards, (iv) determine the terms and conditions of Awards, (v) determine the vesting schedules of Awards and, if performance criteria must be attained in order for an Award to vest or be settled or paid, establish such performance criteria and certify whether, and to what extent, such performance criteria have been attained, (vi) determine whether, to what extent and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended, (vii) determine whether, to what extent and under what circumstances

cash, Shares, other securities, other Awards, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee, (viii) interpret, administer, reconcile any inconsistency in, correct any default in and supply any omission in the Plan and any instrument or agreement relating to, or Award made under, the Plan, (ix) establish, amend, suspend or waive

such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, (x) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards, (xi) amend an outstanding Award or grant a replacement Award for an Award previously granted under the Plan if, in its sole discretion, the Committee determines that (A) the tax consequences of such Award to the Company or the Participant differ from those consequences that were expected to occur on the date the Award was granted or (B) clarifications or interpretations of, or changes to, tax law or regulations permit Awards to be granted that have more favorable tax consequences than initially anticipated and (xii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) Committee Decisions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award shall be within the sole and plenary discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all Persons, including the Company, any Affiliate, any Participant, any holder or beneficiary of any Award and any stockholder.

(d) Indemnification. No member of the Board, the Committee or any employee or agent of the Company (each such person, a "Covered Person") shall be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award hereunder. Each Covered Person shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement and (ii) any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding, and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise

prohibited by law or by the Company's Amended and Restated Articles of Incorporation or Bylaws. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's Amended and Restated Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

(e) Delegation of Authority to Senior Officers. The Committee may delegate, on such terms and conditions as it determines in its sole and plenary discretion, to one or more senior officers of the Company the authority to make grants of Awards to officers (other than executive officers), employees, consultants and independent contractors of the Company and its Affiliates (including any prospective officer, employee, consultant or independent contractor).

(f) Awards to Independent Directors. Notwithstanding anything to the contrary contained herein, the Board may, in its sole and plenary discretion, at any time and from time to time, grant Awards to Independent Directors and administer the Plan with respect to such Awards. In any such case, the Board shall have all the authority and responsibility granted to the Committee herein.

SECTION 4. Shares Available for Awards. (a) Shares Available. Subject to adjustment as provided in Section 4(b), (i) the aggregate number of Shares that may be delivered pursuant to Awards granted under the Plan shall be 300,000, of which the maximum number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan shall be 150,000 and (ii) the maximum number of Shares with respect to which Awards may be granted to any Participant in any fiscal year of the Company shall be 75,000. If, after the effective date of the Plan, any Award granted under the Plan is forfeited, or otherwise expires, terminates or is canceled without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or canceled Award shall again become available to be delivered pursuant to Awards under the Plan. If Shares issued upon exercise, vesting or settlement of an Award, or Shares owned by a Participant (which are not subject to any pledge or other security interest and which have been owned by the Participant for at least six months), are surrendered or tendered to the Company in payment of the Exercise Price of an Option or any taxes required to be withheld in respect of an Award, in each case, in accordance with the terms and conditions of the Plan and any applicable Award Agreement, such surrendered or tendered Shares shall again become available to be delivered pursuant to Awards under the Plan; provided, however, that in no event shall such Shares increase the number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan.

(b) Adjustments for Changes in Capitalization and Similar Events. In the event that the Committee determines that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, statutory share exchange, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar

corporate transaction or event affects the Shares such that an adjustment is determined by the Committee in its discretion to be appropriate or desirable, then the Committee shall, (i) in such manner as it may deem appropriate or desirable, adjust any or all of (A) the number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted, including (1) the aggregate number of Shares that may be delivered pursuant to Awards granted under the Plan as provided in Section 4(a) and (2) the maximum number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted to any Participant in any fiscal year of the Company and (B) the terms of any outstanding Award, including (1) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards or to which outstanding Awards relate and (2) the Exercise Price with respect to any Option or (ii) if deemed appropriate or desirable, make provision for a cash payment to the holder of any outstanding Award in consideration for the cancelation of such Award, including, in the case of an outstanding Option, a cash payment to the holder of such Option in consideration for the cancelation of such Option in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option over the aggregate Exercise Price of such Option (it being understood that, in such

event, any Option having a per Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option may be canceled and terminated without any payment or consideration therefor).

(c) Substitute Awards. Awards may, in the discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by the Company or any of its Affiliates or a company acquired by the Company or with which the Company combines ("Substitute Awards"). The number of Shares underlying any Substitute Awards shall be counted against the aggregate number of Shares available for Awards under the Plan; provided, however, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding awards previously granted by an entity that is acquired by the Company or any of its Affiliates through a merger, acquisition, consolidation, statutory share exchange or similar form of corporate transaction shall not be counted against the aggregate number of Shares available for Awards under the Plan; provided further, however, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding stock options intended to qualify for special tax treatment under Sections 421 and 422 of the Code that were previously granted by an entity that is acquired by the Company or any of its Affiliates through a merger or acquisition shall be counted against the aggregate number of Shares available for Incentive Stock Options under the Plan.

(d) Sources of Shares Deliverable Under Awards. Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

SECTION 5. Eligibility. Any director, officer, employee, consultant or independent contractor (including any prospective director, officer, employee, consultant or independent contractor) of the Company or any of its Affiliates shall be eligible to be designated a Participant.

SECTION 6. Awards. (a) Types of Awards. Awards may be made under the Plan in the form of (i) Options, (ii) Restricted Shares, (iii) RSUs, (iv) Cash Incentive Awards and (v) other equity-based or equity-related Awards that the Committee determines are consistent with the purposes of the Plan and the interests of the Company. No Incentive Stock Option (other than an Incentive Stock Option that may be assumed or issued by the Company in connection with a transaction to which Section 424(a) of the Code applies) may be granted to a person who is ineligible to receive an Incentive Stock Option under the Code.

(b) Options. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom Options shall be granted, the number of Shares to be covered by each Option, whether the Option will be an Incentive Stock Option or a Nonqualified Stock Option and the conditions and limitations applicable to the vesting and exercise of the Option. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code and any regulations related thereto, as may be amended from time to time. All Options granted under the Plan shall be Nonqualified Stock Options unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option. If an Option is intended to be an Incentive Stock Option, and if for any reason such Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan.

(ii) Exercise Price. Except as otherwise established by the Committee at the time an Option is granted and set forth in the applicable Award Agreement, the Exercise Price of each Share covered by an Option shall be not less than 100% of the Fair Market Value of such Share (determined as of the date the Option is granted); provided, however, that (A) except as otherwise established by the Committee at the time an Option is granted and set forth in the applicable Award Agreement, the Exercise Price of each Share covered by an Option that is granted effective as of the Company's initial public offering of Shares shall be the initial public offering price per Share and (B) in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Affiliate, the Exercise Price of each Share covered by such Incentive Stock Option shall be no less than 110% of the Fair Market Value of such Share on the date of the grant.

(iii) Vesting and Exercise. Each Option shall be vested and exercisable at such times, in such manner and subject to such terms and conditions as the

Committee may, in its sole and plenary discretion, specify in the applicable Award Agreement or thereafter. Except as otherwise specified by the Committee in the applicable Award Agreement, an Option may only be exercised to the extent that it has already vested at the time of exercise. Except as otherwise specified by the Committee in the applicable Award Agreement, each Option shall become vested and exercisable with respect to one-third of the Shares subject to such Option on each of the first three anniversaries of the date of grant. An Option shall be deemed to be exercised when written or electronic notice of such exercise has been given to the Company in accordance with the terms of the applicable Award Agreement by the person entitled to exercise the Option and full payment pursuant to Section 6(b)(iv) for the Shares with respect to which the Option is exercised has been received by the Company. Exercise of an Option in any manner shall result in a decrease in the number of Shares that thereafter may be available for purchase under the Option and, except as expressly set forth in Section 4(c), in the number of Shares that may be available for purposes of the Plan, by the number of Shares as to which the Option is exercised. The Committee may impose such conditions with respect to the exercise of Options, including, without limitation, any relating to the application of applicable securities laws, as it may deem necessary or advisable.

(iv) Payment and Tax Withholding. (A) No Shares shall be delivered pursuant to any exercise of an Option until payment in full of the aggregate Exercise Price therefor is received by the Company, and the Participant has paid to the Company an amount equal to any applicable income, employment or other taxes required to be withheld. Such payments may be made in cash (or its equivalent) or, in the Committee's sole and plenary discretion, (1) by delivering Shares owned by the Participant (which are not the subject of any pledge or other security interest and which have been owned by such Participant for at least six months) or (2) if there shall be a public market for the Shares at such time, subject to such rules as may be established by the Committee, through delivery of irrevocable instructions to a broker to sell all or a portion of the Shares otherwise deliverable upon the exercise of the Option and to deliver promptly the cash proceeds of such sale to the Company, or by a combination of the foregoing; provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Shares so delivered to the Company as of the date of such delivery is at least equal to such aggregate Exercise Price and the amount of any such taxes.

(B) Wherever in the Plan or any Award Agreement a Participant is permitted to pay the Exercise Price of an Option or taxes relating to the exercise of an Option by delivering Shares, the Participant may, subject to procedures satisfactory to the Committee, satisfy such delivery requirement by presenting proof of beneficial ownership of such Shares, in which case the Company shall treat the Option as exercised without further payment and shall withhold such number of Shares from the Shares acquired by the exercise of the Option.

(v) Termination of Employment. Except as otherwise set forth in the applicable Award Agreement, (A) if the Participant's employment or service as a director, officer, employee, consultant or independent contractor of the Company or one of its Affiliates terminates for any reason other than by reason of death or Disability, (1) any Option that has not become vested prior to the date of such termination shall immediately be forfeited and the Participant will be entitled to no further payment or benefits with respect thereto and (2) the vested portion of any Option held by the Participant shall remain exercisable for a period of 90 days following such termination, but in no event later than the tenth anniversary of the date such Option is granted, (B) if the Participant's employment or service as a director, officer, employee, consultant or independent contractor of the Company or one of its Affiliates terminates by reason of death or Disability, (1) any Option that has not become vested prior to the date of such termination shall become immediately vested and exercisable and shall remain exercisable for a period of one year following such termination, but in no event later than the tenth anniversary of the date such Option is granted, and (2) the vested portion of any Option held by the Participant shall remain exercisable for a period of one year following such termination, but in no event later than the tenth anniversary of the date such Option is granted. In no event may an Option be exercisable after the tenth anniversary of the date the Option is granted.

(c) Restricted Shares and RSUs. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom Restricted Shares and RSUs shall be granted, the number of Restricted Shares and RSUs to be granted to each Participant, the duration of the period during which, and the conditions, if any, under which, the Restricted Shares and RSUs may vest or may be forfeited to the Company and the other terms and conditions of such Awards.

(ii) Transfer Restrictions. Restricted Shares and RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered except as provided in the Plan or as may be provided in the applicable Award Agreement; provided, however, that the Committee may in its discretion determine that Restricted Shares and RSUs may be transferred by the Participant. Certificates representing Restricted Shares shall bear a restrictive legend to the effect that ownership of Restricted Shares, and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms and conditions provided in the Plan and the applicable Award Agreement. Certificates issued in respect of Restricted Shares shall be registered in the name of the Participant and deposited by such Participant, together with a stock power endorsed in blank, with the Company or such other custodian as may be designated by the Committee or the Company, and shall be held by the Company or other custodian, as applicable, until such time as the restrictions applicable to such Restricted Shares lapse. Upon the lapse of the restrictions applicable to such Restricted Shares, all legends shall be removed from said certificates, except as otherwise required by applicable law or other limitations imposed by the

Committee, and the Company or other custodian, as applicable, shall deliver such certificates to the Participant or the Participant's legal representative. Notwithstanding the foregoing, actual certificates shall not be issued to the extent that book entry record keeping is used.

(iii) Payment/Lapse of Restrictions. RSUs shall be paid in cash, Shares, other securities, other Awards or other property, as determined in the sole and plenary discretion of the Committee, upon the lapse of restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement. Except as otherwise specified by the Committee in the Award Agreement, restrictions applicable to awards of Restricted Shares shall lapse and such Restricted Shares shall become vested with respect to one-fourth of such Restricted Shares on each of the first four anniversaries of the date of grant.

(iv) Tax Withholding. Upon the vesting of an award of Restricted Shares (or, to the extent applicable, upon the vesting of an award of RSUs), or upon making an election under Section 83(b) of the Code as provided in Section 9(h), the Company may require Participants to pay the amount (in cash or its equivalent) of any applicable income, employment or other taxes required to be withheld. In the Committee's sole and plenary discretion, such payment may be made by delivering Shares owned by the Participant (which are not the subject of any pledge or other security interest and which have been owned by such Participant for at least six months); provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Shares so delivered to the Company as of the date of such delivery is at least equal to the amount of any such taxes required.

(v) Termination of Employment. Except as otherwise set forth in the applicable Award Agreement, (A) if the Participant's employment or service as a director, officer, employee, consultant or independent contractor of the Company or one of its Affiliates terminates for any reason other than by reason of death or Disability, any Restricted Shares and RSUs that have not become vested prior to the date of such termination shall immediately be forfeited and the Participant will be entitled to no further payment or benefits with respect thereto and (B) if the Participant's employment or service as a director, officer, employee, consultant or independent contractor of the Company or one of its Affiliates terminates by reason of death or Disability, all restrictions applicable to awards of Restricted Shares and RSUs that have not become vested prior to the date of such termination shall lapse and such Restricted Shares and RSUs shall become immediately vested.

(d) Cash Incentive Awards. Subject to the provisions of the Plan, the Committee shall have the sole and plenary authority to grant Awards that will entitle Participants to receive an amount in cash upon the attainment of one or more individual, business or other performance goals or other similar criteria ("Cash Incentive Awards"). The Committee shall establish Cash Incentive Award levels

to determine the amount of a Cash Incentive Award payable upon the attainment of such goals or criteria as determined by the Committee.

(e) Other Stock-Based Awards. Subject to the provisions of the Plan, the Committee shall have the sole and plenary authority to grant to Participants other equity-based or equity-related Awards (including, but not limited to, fully-vested Shares) in such amounts and subject to such terms and conditions as the Committee shall determine, provided that any such Awards must comply, to the extent deemed desirable by the Committee, with applicable law.

(f) Dividend Equivalents. In the sole and plenary discretion of the Committee, an Award, other than an Option or a Cash Incentive Award, may provide the Participant with dividends or dividend equivalents, payable in cash, Shares, other securities, other Awards or other property, on a current or deferred basis, on such terms and conditions as may be determined by the Committee in its sole and plenary discretion, including, without limitation, payment directly to the Participant, withholding of such amounts by the Company subject to vesting of the Award or reinvestment in additional Shares, Restricted Shares or other Awards.

SECTION 7. Amendment and Termination. (a) Amendments to the Plan. Subject to any applicable law or regulation and the rules of the NYSE, the Plan may be amended, modified or terminated by the Board without the approval of the stockholders of the Company, except that stockholder approval shall be required for any amendment that would (i) increase the maximum number of Shares for which Awards may be granted under the Plan or increase the maximum number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan; provided, however, that any adjustment under Section 4(b) shall not be treated as an increase for purposes of this Section 7(a) or (ii) change the class of individuals eligible to participate in the Plan. Except as otherwise provided herein, no amendment, modification or termination of the Plan may, without the consent of the Participant to whom any Award shall theretofore have been granted, materially and adversely affect the rights of such Participant (or his or her transferee) under such Award, unless otherwise provided by the Committee in the applicable Award Agreement.

(b) Amendments to Awards. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any Award theretofore granted, prospectively or retroactively; provided, however, that, unless otherwise provided in the Plan or by the Committee in the applicable Award Agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of such Participant, holder or beneficiary.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee shall be entitled to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of

unusual or nonrecurring events (including, without limitation, the events described in Section 4(b) hereof or the occurrence of a Change of Control) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or of changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange, accounting principles or law (i) whenever the Committee, in its sole and plenary discretion, determines that such adjustments are appropriate or desirable, including, without limitation, providing for a substitution or assumption of Awards, accelerating the exercisability of, lapse of restrictions on, or termination of, Awards or providing for a period of time for exercise prior to the occurrence of such event and (ii) if deemed appropriate or desirable by the Committee, in its sole and plenary discretion, by providing for a cash payment to the holder of an Award in consideration for the cancelation of such Award, including, in the case of an outstanding Option, a cash payment to the holder of such Option in consideration for the cancelation of such Option in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option over the aggregate Exercise Price of such Option (it being understood that, in such event, any Option having a per Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option may be canceled and terminated without any payment or consideration therefor).

SECTION 8. Change of Control. Except as otherwise provided in the applicable Award Agreement, in the event of a Change of Control after the date of the adoption of the Plan, unless provision is made in connection with the Change of Control for (a) assumption of Awards previously granted or (b) substitution for such Awards of new awards covering stock of a successor corporation or its "parent corporation" (as defined in Section 424(e) of the Code) or "subsidiary corporation" (as defined in Section 424(f) of the Code) with appropriate adjustments as to the number and kinds of property subject to such Awards and the Exercise Price and other terms and conditions of such Awards, as applicable, (i) any outstanding Options that are unexercisable or otherwise unvested shall automatically be deemed exercisable or otherwise vested, as the case may be, as of immediately prior to such Change of Control and the holders thereof shall be provided reasonable opportunity to exercise such Options prior to the Change of Control, (ii) any outstanding Restricted Shares that are still subject to restrictions or forfeiture shall automatically be deemed vested and all restrictions and forfeiture provisions related thereto shall lapse as of immediately prior to such Change of Control, (iii) all Cash Incentive Awards shall be paid out as if the date of the Change of Control were the last day of the applicable performance or similar measurement period and "target" performance levels or similar criterion had been attained and (iv) all outstanding Awards other than Options, Restricted Shares and Cash Incentive Awards that are unexercisable, unvested or still subject to restrictions or forfeiture, shall automatically be deemed exercisable or vested and all restrictions and forfeiture provisions related thereto shall lapse as of immediately prior to such Change of Control and the holders thereof shall be provided reasonable opportunity to exercise such Awards prior to the Change of Control, as applicable.

SECTION 9. General Provisions. (a) Nontransferability. Except as otherwise specified in the applicable Award Agreement, during each Participant's lifetime each Award (and any rights and obligations thereunder) shall be exercisable only by the Participant, or, if permissible under applicable law, by the Participant's legal guardian or representative, and no Award (or any rights and obligations thereunder) may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that (i) the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance and (ii) the Board or the Committee may permit further transferability, on a general or specific basis, and may impose conditions and limitations on any permitted transferability; provided, however, that Incentive Stock Options granted under the Plan shall not be transferable in any way that would violate Section 1.422-2(a)(2) of the Treasury Regulations. All terms and conditions of the Plan and all Award Agreements shall be binding upon any permitted successors and assigns.

(b) No Rights to Awards. No Participant or other Person shall have any right or claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated.

(c) Share Certificates. All certificates for Shares or other securities of the Company or any Affiliate delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement or the rules, regulations and other requirements of the SEC, the NYSE or any other stock exchange or quotation system upon which such Shares or other securities are then listed or reported and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(d) Tax Withholding. A Participant may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant, the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding or deduction for income, employment or other taxes in respect of an Award, its exercise or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Committee or the Company to satisfy all obligations for the payment of such taxes.

(e) Award Agreements. Each Award hereunder shall be evidenced by an Award Agreement, which shall be delivered to the Participant and shall specify the terms and conditions of the Award and any rules applicable thereto, including, but not limited to, the effect on such Award of the death, disability or termination of employment or service of a Participant and the effect, if any, of such other events as may be determined by the Committee.

(f) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of options, restricted stock, shares and other types of equity-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(g) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as a director, officer, employee, consultant or independent contractor of or to the Company or any Affiliate, nor shall it be construed as giving a Participant any rights to continued service on the Board. Further, the Company or an Affiliate may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(h) No Rights as Stockholder. No Participant or holder or beneficiary of any Award shall have any rights as a stockholder with respect to any Shares to be distributed under the Plan until he or she has become the holder of such Shares. In connection with each grant of Restricted Shares, except as provided in the applicable Award Agreement, the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Shares. Except as otherwise provided in Section 4(b), Section 7(c) or the applicable Award Agreement, no adjustments shall be made for dividends or distributions on (whether ordinary or extraordinary, and whether in cash, Shares, other securities or other property), or other events relating to, Shares subject to an Award for which the record date is prior to the date such Shares are delivered.

(i) Governing Law. The validity, construction and effect of the Plan and any rules and regulations relating to the Plan and any Award Agreement shall be determined in accordance with the laws of the Islands of Jersey, without giving effect to the conflict of laws provisions thereof.

(j) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or

deemed stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(k) Other Laws. The Committee may refuse to issue or transfer any Shares or other consideration under an Award if, acting in its sole and plenary discretion, it determines that the issuance or transfer of such Shares or such other consideration might violate any applicable law or regulation, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary. Without limiting the generality of the foregoing, no Award granted hereunder shall be construed as an offer to sell securities of the Company, and no such offer shall be outstanding, unless and until the Committee in its sole and plenary discretion has determined that any such offer, if made, would be in compliance with all applicable requirements of the U.S. Federal and any other applicable securities laws.

(l) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate, on one hand, and a Participant or any other Person, on the other. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(m) No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(n) Requirement of Consent and Notification of Election Under Section 83(b) of the Code or Similar Provision. No election under Section 83(b) of the Code (to include in gross income in the year of transfer the amounts specified in Section 83(b) of the Code) or under a similar provision of law may be made unless expressly permitted by the terms of the applicable Award Agreement or by action of the Committee in writing prior to the making of such election. If an Award recipient, in connection with the acquisition of Shares under the Plan or otherwise, is expressly permitted under the terms of the applicable Award Agreement or by such Committee action to make such an election and the Participant makes the election, the Participant shall notify the Committee of such election within ten days of filing notice of the election with the IRS or other governmental authority, in addition to any filing and notification required pursuant to regulations issued under Section 83(b) of the Code or other applicable provision.

(o) Requirement of Notification Upon Disqualifying Disposition Under Section 421(b) of the Code. If any Participant shall make any disposition of Shares delivered pursuant to the exercise of an Incentive Stock Option under the

circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions) or any successor provision of the Code, such Participant shall notify the Company of such disposition within ten days of such disposition.

(p) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

SECTION 10. Term of the Plan. (a) Effective Date. The Plan shall be effective as of the date of its adoption by the Board; provided, however, that no Incentive Stock Options may be granted under the Plan unless it is approved by the Company's stockholders within twelve (12) months before or after the date the Plan is adopted.

(b) Expiration Date. No Award shall be granted under the Plan after the tenth anniversary of the date the Plan is approved under Section 10(a). Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted hereunder on or prior to such tenth anniversary may, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award or to waive any conditions or rights under any such Award shall, nevertheless continue thereafter pursuant to the terms of the Plan and the applicable Award Agreement.

Exhibit 21.1

Subsidiaries of Double Hull Tankers, Inc.:

1. Ann Tanker Corporation
2. Chris Tanker Corporation
3. Regal Unity Tanker Corporation
4. Cathy Tanker Corporation
5. Sophie Tanker Corporation
6. Rebecca Tanker Corporation
7. Ania Aframax Corporation

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated September 16, 2005 in the Registration Statement (Form F-1 No. 333-) and related prospectus of Double Hull Tankers, Inc. for the registration of 23,000,000 shares of its common stock.

/s/ ERNST & YOUNG LLP

New York, New York
September 19, 2005

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated April 18, 2005, relating to the financial statements of OSG Crude in the Registration Statement (Form F-1 No. 333-) and related prospectus of Double Hull Tankers, Inc. for the registration of 23,000,000 shares of its common stock.

/s/ ERNST & YOUNG LLP

New York, New York
September 19, 2005

Exhibit 23.3

CONSENT OF MARITIME STRATEGIES INTERNATIONAL LTD.

We hereby consent to the inclusion of our report and the reference to our firm under the headings "The International Tanker Industry," "Industry and Market Data" and "Experts" and in the Registration Statement on Form F-1 and related prospectus of Double Hull Tankers, Inc. (the "Company") relating to the initial public offering of common stock of the Company.

Dated: September 20, 2005

MARITIME STRATEGIES INTERNATIONAL LTD.,

by

/s/ Daniel Jessel