



September 26, 2016

**PRIVATE & CONFIDENTIAL
VIA EMAIL ONLY**

Mr. Stefanos Kasselakis

[REDACTED]
3 [REDACTED] Chestnut Street
Philadelphia, PA 19104

Dear Stefanos:

We are pleased to present this agreement (the "Agreement") for your consideration.

1. This letter will confirm our understanding and sets forth the terms pursuant to which Silver Leaf Partners, LLC. ("SLP") shall be engaged by [REDACTED] Chemicals, USA, Inc. and its affiliated entities (collectively, the "Company") to assist in the structuring, negotiating, and effecting of an appropriate Transaction (as herein defined) for the benefit of the Company, and if requested, the development and evaluation of strategies to maximize the Company's value. Such transactions, with SLP may include, without limitations, one or more of the following alternatives (each referred to herein as "Transaction"):

- (a) Any capital raising activities for the Company for any purpose including, but not limited to, the establishment of a new entity(s) (each, a "New Entity") or capital or asset acquisition(s) (e.g., shipping vessels);
- (b) An appropriate financing of any kind for the Company that is accepted by the Company;
- (c) The formation of an affiliated entity, partnership or other business relationship or agreement between the Company and another party; or
- (d) Any such other capital as may be mutually agreeable by the Company and an investor, financier or lender.

It is expressly understood and acknowledged that any Transaction will be on a "best efforts basis" made by SLP.

2. The Company hereby retains SLP to perform the services set forth above during the one-year period commencing on the date of execution of this agreement (the "Term").

3. In order to efficiently coordinate the efforts to effect a satisfactory Transaction, during the period of our engagement hereunder, neither the Company nor any of its stockholders will initiate any discussions with third parties intended to promote a Transaction, except through SLP. In the event the Company receives an inquiry concerning any Transaction, the Company will promptly inform SLP of the interested party's interest, in order for SLP to evaluate such prospective purchaser and its interest and assist the Company in any resulting negotiations.

4. In connection with SLP's engagement, the Company will furnish SLP with all information concerning the Company which SLP reasonably deems appropriate and will provide SLP with access to the Company's officers, directors, accountants and counsel, it being understood that SLP will rely upon such information supplied by the Company and its officers and agents without any independent investigation or verification thereof. All non-public information concerning the Company which is given to SLP will be used solely in the course of the performance of our services hereunder and will be