

Agreement for Sale and Purchase of a 2020 Maritimo M51

BoatCo M51-4 Limited

Ownaship Limited

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Agreement dated 10 December 2019

Parties

- 1 **Ownaship Limited** of 29c Ngake Street, Orakei, New Zealand, trading as 'Ownaship' ('**Seller**')
- 2 **BoatCo M51-4 Limited** of 29c Ngake Street Street, Orakei, Auckland, New Zealand ('**Buyer**')

Background

- A The Seller has agreed to purchase the Vessel and certain assets associated with the Vessel from the Third Party Seller pursuant to the Head Agreement.
- B The Seller intends to on-sell the Vessel to the Buyer.
- C The Buyer wishes to purchase the Vessel on the terms and conditions set out in this Agreement.

Agreement

1 Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

'**Agreement**' means this agreement including the background recitals and Schedule as may be amended pursuant to clause 7.3;

'**Completion**' means completion of the sale and purchase of the Vessel pursuant to this Agreement;

'**Completion Date**' means the date that is five Working Days after the vessel is delivered by the Seller fully completed into the water at Auckland;

'**Condition Date**' means the date set out in the Schedule or such other date as the parties agree in writing;

'**Conditions Precedent**' means the condition contained in clause 3.1;

'**Delivery**' means delivery of the Vessel to the Buyer in accordance with clause 4.2;

'**Encumbrance**' includes any present or future mortgage (including a ship's mortgage), charge, hire purchase or chattel lease agreement, pledge or lien, hypothecation, security interest, retention of title claim, preferential right or any other encumbrance of whatever nature;

'**GST**' means goods and services tax payable under the Goods and Services Tax Act 1985;

'**Issue Rate**' means the rate at which the Shares are offered pursuant to the Offer;

'**Head Agreement**' means the agreement details in the Schedule pursuant to which the seller has agreed to purchase the Vessel from the Third Party Seller;

'Management Agreement' means the management agreement between the Buyer and the Seller;

'Offer' means the offer of the Shares to be made to prospective investors by the Buyer;

'PDS' means the product disclosure statement relating to the Offer to be prepared by the Seller;

'Purchase Price' means the purchase price set out in the Schedule;

'Shares' means 6 ordinary shares in the capital of the Buyer;

'Third Party Seller' means the seller under the Head Agreement;

'Warranties' means the warranties set out in clause 8.1;

'Working Day' means a day (other than Saturday or Sunday) on which registered banks are open for business in Auckland; and

'Vessel' means the Vessel set out in the Schedule together with certain assets associated with it, details of which are set out in the Schedule.

1.2 **General construction**

In interpreting this Agreement the following rules must be applied unless the context otherwise requires:

- a **Currency:** References to currency and a reference to '\$' or 'dollar' are, unless otherwise stated, to New Zealand currency;
- b **Parties:** References to a party are to a party to this Agreement and include that party's executors, administrators, successors in title and permitted assigns;
- c **Periods of Time:** All periods of time include the day on which the period commences and also the day on which the period ends;
- d **Non-Working Day:** Any date which is not a Working Day, upon or by which anything is due to be done by any party, will be deemed to be a reference to the next Working Day;
- e **Joint Obligations:** All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person will be deemed to have been given or entered into jointly and severally;
- f **Payment:** Any reference to or any obligation in this Agreement which requires payment of money will be a reference to, or deemed to include an obligation requiring, payment in immediately available cleared funds and requiring payment be made free and clear of all deductions or withholdings unless the deduction or withholding is required by law; and
- g **Number and gender:** Words importing the plural include the singular and vice versa and words importing one gender include the other genders.

2 Sale and Purchase of Vessel

2.1 Agreement

The Seller agrees to sell and the Buyer agrees to purchase the Vessel free from any Encumbrances on the terms and conditions set out in this Agreement.

2.2 Purchase Price

Subject to the provisions of clause 2.3, the Purchase Price shall be paid by one instalment of of \$600,000 including GST and a final payment of \$1,719,000 including GST (comprising \$2,319,000 for the Vessel and \$15,000 for reimbursement of costs associated with the offer of Shares) on the Completion Date.

2.3 Issues of Shares

In the event that, on the Completion Date, there are Shares that have not been sold pursuant to the Offer ('**Unsold Shares**'), the Purchase Price shall be satisfied as follows:

- a an amount equal to the number of Shares that have been issued pursuant to the Offer multiplied by \$389,000 shall be paid by the Buyer to the Seller on the Completion Date; and
- b upon the issue of each of the remaining Unsold Shares, further amounts of \$389,000 shall be paid to the Seller (via the Buyer) within 5 Working Days of each issue by the eventual buyer of the Unsold Shares until such time as a total of 6 Shares have been issued and allotted and no Unsold Shares remain (at which point the Purchase Price shall have been met in full).

2.4 Buyer's Nominee

The Buyer shall have the right to nominate a third party to purchase the Vessel provided that the Buyer shall remain liable at all times for the obligations of such nominated party under this Agreement.

3 Conditions Precedent

3.1 Conditions

This Agreement is conditional upon completion of the Head Agreement.

3.2 Benefit of Conditions

The Condition Precedent in clause 3.1 has been inserted for the sole benefit of the Seller.

3.3 Termination

If the Condition Precedent has not been fulfilled or (to the extent that it is capable of waiver) waived by the Seller by the Condition Date, any party may by notice in writing to the other party at any time after the Condition Date terminate this Agreement. Upon such termination this Agreement will be of no effect, and any monies paid to the Seller on account of the Purchase Price must be refunded to the Buyer and, except as otherwise expressed or implied in this Agreement, no party will have any claim against any other party arising under or in connection with this Agreement.

4 Completion

4.1 Day and Place

Completion must take place on the Completion Date at the offices of the Seller.

4.2 Transfer of Vessel

On the Completion Date, against satisfaction of the Purchase Price in accordance with clauses 2.2 and 2.3, the Seller must (with effect from the close of business on the Completion Date) transfer the Vessel into the possession and control of the Buyer. In particular, the Seller must procure the delivery of:

- a the Vessel to the location specified in the Schedule;
- b a duly executed bill of sale or such other document or other assurance as may be required by the Buyer to transfer title in the Vessel to the Buyer;
- c a complete inventory for the Vessel (which will include the equipment listed in the Schedule);
- d original copies of the Vessel's registration and/or title documents (if any);
- e copies of all suppliers warranties, operating manuals, literature for onboard systems and equipment in the Seller's possession; and
- f the Vessel's owner's manual.

5 Risk

5.1 Prior to Completion

The Vessel will be the sole risk of the Seller in all respects until Completion.

5.2 Damage Prior to Completion

In the event that prior to Completion the Vessel is lost, destroyed or damaged and such loss, destruction or damage has not been made good by repair or replacement by the Completion Date, then the Buyer may:

- a complete the purchase for the Purchase Price, less a sum equal to the diminution in value of the Vessel; or
- b cancel this Agreement by notice in writing to the Seller whereupon the Buyer will be entitled to the return of any moneys paid by the Buyer to the Seller on account of the Purchase Price, and no party shall have any right or claim against the other parties.

5.3 Insurance

The Seller must procure that the Vessel is fully insured until Completion and must:

- a if required by the Buyer provide to the Buyer, on request, a true copy of the insurance policy held;
- b if required by the Buyer, on satisfaction of the Condition Precedent, obtain an endorsement of the Buyer's interest under this Agreement on the insurance policy; and

- c not change any policy to reduce the insurance cover or otherwise alter the terms of cover to the possible detriment of the Buyer.

5.4 **Takeover of Policies**

The Buyer will not be required to take over any insurance policies held by the Seller or the Third Party Seller on the Completion Date.

6 Clear Title

6.1 **Title**

The Seller must on Completion give to the Buyer clear title to the Vessel free from all Encumbrances of whatever nature and will on Completion remove all security interests registered against the Vessel on the Personal Property Securities Register and/or any other register under which security interests are registered against the Vessel.

7 General Provisions

7.1 **Entire Agreement**

To the maximum extent permitted by law, this Agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior understandings, discussions, correspondence and agreements (whether written or oral) covering the subject matter of this Agreement.

7.2 **Further Assurances**

Each party will, at its own expense and when requested by another party, promptly sign and deliver, execute, procure, pass and do all such further documents, acts, matters, resolutions and things as may be necessary or desirable for effecting the transactions contemplated by this Agreement.

7.3 **Amendments**

No amendment to this Agreement will be effective unless it is in writing and signed by all the parties.

7.4 **Waiver**

Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement or under any of the documents delivered in connection with this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement or other document. Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party. No waiver of a breach of any term of this Agreement will operate as a waiver of any subsequent breach of that term or of a breach of any other term of this Agreement.

7.5 Non-Merger

The agreements, obligations, indemnities and warranties contained in this Agreement will, notwithstanding any rule to the contrary, not merge on completion of the transactions contemplated by it but will remain in full force until satisfied.

7.6 No Assignment

No party may assign or be relieved of its rights or obligations under this Agreement without the prior written consent of all parties.

7.7 Time of Essence

Time will be of the essence in the performance by any party of its obligations under this Agreement.

7.8 Notices

Any notice given pursuant to this Agreement must be in writing and (with the exception of email) signed by a person duly authorised by the sender. Any such notice will be deemed to be validly given if personally delivered, posted, or forwarded by facsimile transmission or email to the address of the party set out in the Schedule or to such other address as the party to be notified may designate by written notice given to all other parties.

7.9 Costs

Except as may be otherwise provided in this Agreement, each party shall bear its own costs in relation to the negotiation, preparation, execution and performance of this Agreement.

7.10 Choice of Jurisdiction and Law


This Agreement will be governed by and construed in accordance with the laws of New Zealand and the Shareholders submit to the non-exclusive jurisdiction of the New Zealand Courts.

8 Warranties


- 8.1 In addition to any rights available to the Buyer under this Agreement, upon the passing of the title in the vessel from the Seller to the Buyer under this Agreement, the Buyer shall be entitled to all Maritimo Guarantees applicable to the Vessel, (subject to the terms of that Guarantee) to which the Seller would have otherwise been entitled.

Execution

Signed for and on behalf of **Ownaship Limited**
by its sole director in the presence of:




Ownaship Limited

Witness signature _____

Maria Taylor
Solicitor
Auckland

Signed for and behalf of **BoatCo M51-4 Limited**
by its sole director in the presence of:



BoatCo M51-4 Limited

Witness signature _____

Maria Taylor
Solicitor
Auckland

Schedule 1

Name of Vessel:	TBA
Description of Vessel:	2020 Maritimo M51
Equipment being sold:	As per the attached specification sheet
Purchase Price:	\$2,334,000 including GST (comprising of \$2,319,000 for the vessel and \$15,000 for reimbursements of costs associated with the offer of Shares)
Place of Delivery:	Westhaven Auckland
Condition Date:	10 October 2020
Addresses for Notices:	Seller: Email: Simon@ownaship.co.nz Attention: Simon Barker Buyer: Email: Simon@ownaship.co.nz Attention: Simon Barker
Head Agreement	Agreement between the Third Party Seller and the Seller dated 1 December 2019

M51 CRUISING MOTOR YACHT



Martimo®

STANDARD SPECIFICATIONS

LENGTH OVERALL	16.19 M	53' 1" FT
HULL LENGTH ISO	15.92 M	52' 3" FT
BEAM	5.06 M	16' 7" FT
DRAFT	1.30 M	4' 3" FT
DRY WEIGHT	21,000 KG	46,300 LBS
FUEL CAPACITY	3,100 L	818 US GAL
WATER CAPACITY	500 L	132 US GAL
HOLDING TANK CAPACITY	200 L	53 US GAL
SLEEPING CABINS	3 STANDARD	
SLEEPING CAPACITY	5 STANDARD	7 OPTIONAL
ENGINES	2 x VOLVO D11 - 670 MHP	
GENERATOR	CUMMINS - ONAN	11 kW 50Hz

STANDARD SPECIFICATIONS

AIR CONDITIONING

- Air conditioning to bathroom
- Air conditioning to flybridge 1 x 18,000 BTU
- Air conditioning to master suite 1 x 16,000 BTU, split to forward cabin
- Air conditioning to saloon 2 x 12,000 BTU, split to starboard cabin
- Air conditioning - flybridge windscreen demist

HULL TECHNOLOGY

- Deck and wheelhouse – fibreglass with core
- Flybridge – fibreglass with core
- Fuel tanks integral GRP
- Hull - solid fibreglass bottom with cored topsides
- Hull anti-foul (not covered by 5 year structural warranty)
- Main bulkheads free standing fibreglass with core
- Variable dead rise deep V hull with moulded spray rails
- Water tight collision bulkheads

ENGINEERING

- Acoustic sound insulation
- Ball valves and skin fittings 316 stainless steel below water line
- Bilge pumps - auto - 4 x 1100 GPH
- Controls – single lever electronic single station
- Engine bearers – moulded solid fibreglass
- Engine exhaust risers and Aqualift mufflers
- Engine instruments – electronic single station
- Engine room air intake washable filters
- Engine room fire system auto/manual
- Engine room lighting DC LED
- External and internal strainers fitted to water intakes
- Fibreglass engine room liner with patented bonding process
- Flexible engine mounts
- Fresh water heater (AC only) – quick recovery
- Fresh water pump fitted in engine room
- Fresh water tank and separate water filter for galley
- Fresh water tap and hose set in engine room
- Fuel filters – Racor 500 filter, 1 for each main engine.
Generator fitted with Racor 500 filter
- Fuel lines – approved rubber. All fittings swaged
- Fuel tanks – GRP with sight gauge and emergency shut off at main entrance door and gauge to electrical panel
- Fuel transfer pump
- King starboard floor between engines
- Lazarette ventilation
- Power steering - Tiller system with emergency locking pins
- Propellers computer machined Nibral 5 blade
- Rudders and struts - high tensile bronze
- Shaft seals and rubber seals – driplless
- Shafts – 2 1/4" duplex – stainless steel
- Thruster – bow and stern thruster incl. Hand held remote
- Toilet holding tank
- Trim tabs – hydraulic twin ram

ELECTRICAL

- AC electrical panel
- Autopilot solenoid pack
- Batteries House - house bank - 4 x 200 Ah
- Batteries Start - 2 x port start, 2 x starboard start 900cca
- Battery charging: inverter charger 1.6 kW - 30 Amp charger
- Battery switching - dedicated engine batteries isolate each engine. Paralleling link systems for starting and charging, auto charging to all banks
- Bonding system - 1 x large anode. Tinned bonding wire to metalwork and heavy bonding between main engines and generator
- Earthing - RCD fitted to all sub circuits. Polarity warning device on shore power
- Electrical panels - dedicated panels for accommodation deck and flybridge.
- Electrical wiring - tinned wiring where applicable coded and labeled.
- Fuel gauge to electrical panel
- Generator - Cummins Onan fitted with sound shield, and 24 volt charging alternator with water separator to exhaust
- Inverter supplies multiple power points to TV's, stereo's and fridge
- Muir chain counter readout only to flybridge dash
- Navigation lights - international code compliant CE
- Self contained fire suppression system to electrical panel
- USB round twin power charger outlet to all cabins and helm
- Water gauge to electrical panel

MAIN DECK

- Bow stowage locker with freshwater deck/anchor wash with divider
- Electric horn
- Finish - forward side decks, trunk cabin, cockpit, cabin roof non skid FRP with steps
- Fuel filler to port and starboard side deck
- Hatches - 3 x deck hatches in sleeping accommodation, opaque in bathrooms with blinds
- Rails - stainless steel railings, bow rail. Grab rails where necessary
- Stainless steel cleats bow and stern – total 8
- Sullage pump out situated on starboard side deck
- White PVC high-impact rubbing banding with stainless-steel insert
- Winch - reversible 24 volt heavy duty horizontal winch with fore deck and flybridge controls, self stowing 30kg stainless steel anchor with CE compliant chain 10mm Grade L x 60 metres, heavy duty bow rollers self loading

FLYBRIDGE

- Access - internal staircase from saloon
- Carpet throughout interior with option of teak to rear deck
- Drink holder x 1 on console
- Fixed windows x 3 forward flybridge screen
- Flybridge 4 sided enclosed hardtop, three panel sliding window aft and one opening door
- Flybridge windscreen - demist air conditioning
- Helm station - fully equipped with steering, engine controls, engine instrumentation, bow and stern thruster control, trim tab controls, winch up/down controls, and compass
- Individual helm seat on pedestal - Evolution

STANDARD SPECIFICATIONS

- Large lounge area upholstered
- Mounting positions for optional navigation dome / radar
- Muir chain counter readout only – round style
- Opening deck hatch in hardtop in lieu of optional sunroof
- Spotlight remote control
- Stainless steel rail to rear of flybridge with mid rail
- Windscreen wipers and washers x 3 with intermittent wiper control and automatic rain sensors

GALLEY

- 2 door refrigerator/freezer
- 4 burner cook top
- Corian bench tops
- Drawers for plates, cutlery and pans etc
- Flooring - Karndean
- Microwave
- One bowl stainless sink with mixer tap
- Overhead lighting
- Pantry

SALOON

- Access - internal staircase to flybridge. Alloy framed glass bi-fold doors
- Entertainment - bar in polished timber with vinyl inserts
- Flooring - carpet
- Furniture - polished timber dinette, upholstered and occasional folding dining table
- Lighting - 24 volt - flush mounted in headliner
- Overhead lighting
- Roller blinds to side windows and aft doors
- Starboard aft lounge upholstered
- Windows tinted and toughened fixed glass windows

MASTER STATEROOM

- Bed - queen size island berth with sprung mattress, storage below
- Bed head - upholstered
- Bedside tables
- Day bed - upholstered
- Dresser with three drawers
- Flooring - carpet
- Full beam master
- Full height mirror
- Full size hanging locker, cedar lined
- Master ensuite with 1 x toilet fresh water flush, shower, with automatic pump, vanity and mirrors, separate frameless glass shower screen, deck hatch opaque with block out screens, air conditioning.
- Overhead and bed head lighting flush
- Panoramic hull windows with opening port lights
- Roller blinds to master cabin

FORWARD STATEROOM

- Bed - island berth with sprung mattress and with access to bow thruster with drawers under
- Bed head - lighting overhead
- Bed head - upholstered
- Deck hatch with blackout screen
- Flooring - carpet
- Full height locker in polished timber
- Full height mirror
- Guest bathroom with toilet, shower and vanity (shares with starboard cabin) separate frameless glass shower screen, deck hatch opaque with block out screens, air conditioning
- Lockers - port and starboard
- Port and starboard storage lockers

STARBOARD CABIN

- Bed - single bunk fore/aft
- Bed head - lighting overhead
- Flooring - carpet
- Hull windows - panoramic
- Shelf with fiddle fore/aft
- Storage locker and bench optional

AFT COCKPIT DECK

- Cockpit sole - 1 x hatch
- Engine room access from cockpit through hatch
- Euro transom, including Waeco plate freezer, provision for BBQ, sink, cockpit shower, weather proof GPO, rear access door to lazarette, vinyl cushions to match interior
- Overboard drains to stern, engine room access, stainless steel transom gates
- Overhead lighting
- Rope lockers port and starboard sides
- Shore power inlet x 2
- Stairs to engine room
- Swim platform
- Teak laid decking to cockpit
- Water - cockpit shower hot and cold

GENERAL

- Boat hook
- Docking lines x 4
- Fenders x 4
- Hand held fire extinguishers 1kg x 3
- Owners pack
- Set of flares, life jackets and coastal safety gear
- Shore power leads

ADDITIONAL NET OPTIONS

COVERS

- Windscreen cover – Black Breezeway

GALLEY

- Water gauge in electrical panel

HULL TECHNOLOGY

- Propspeed to propellers, rudders and drive line

HELM

- 2nd helm seat single on fixed pedestal (total 2 seats)
- Engine Controls – portside cockpit

FORWARD DECK AND ENGINEERING

- Chain extra 20m - 40kg anchor, upgrade anchor winch
- Davit SWL 350kg single stage davit with electric jib

FLY BRIDGE, COCKPIT AND PLATFORM

- Cockpit BBQ stainless steel AC volt with safety switch
- Electric actuators to cockpit floor, must be fitted with gyro option
- Cantilevered flybridge seating
- Stainless steel bar fridge to flybridge, external to flybridge balcony
- Double fold out sofa bed to flybridge
- Flybridge aft rail- 2nd mid rail & 6 x rocket launchers and rod holders to cockpit coaming x 2
- Ice maker to flybridge
- Ottoman - upholstered with storage (each)
- Ottoman - fold out coffee table and storage (each)

- Raw teak table to flybridge balcony on stainless steel pedestal including cover
- Teak laid decking to flybridge aft balcony
- Teak laid decking to swim platform

CABIN OPTIONS AND BATHROOMS

- Upper bunk to stb cabin

SALOON AND GALLEY

- Sliding windows to saloon and flybridge
- Dishwasher to galley includes island bench
- Stainless steel bar fridge to saloon

SOUND AND THEATRE

- Saloon TV - 32" LED TV on swing arm
- Master Cabin TV - 32" LED TV

LIGHTS

- Underwater LED lights x 4 aft facing (blue)
- Cockpit floodlights x 2 mounted to aft end of hardtop

- LED floor lighting to cockpit x 6, saloon and galley x 6 and forward steps x 4

SAFETY EQUIPMENT

- Credit safety equipment - Export only

TIMBER FINISHES

- Teak Veneer – Gloss

GALLEY BENCH TOPS

- Corian Salt

WATER MAKER

- Water Maker 65 litres/hour

NON-STANDARD EXTRAS

- USB - 4
- Salt water wash down pump
- Dinghy/ outboard
- Safety equipment
- Linens/utensils
- Extended engine warranty
- Wifi modern
- 2 S/S U Bars on the transom + bait board
- Microwave & convection oven/microwave
- Dual leaf foldout cockpit table on dual pedestal, table varnished

ELECTRONICS – SIMRAD TWIN 9" PACKAGE

- GPS, Radar, autopilot and sonar package