

Agreement for Sale and Purchase of a 2019 Maritimo M51

BoatCo M51-3 Limited

Ownaship Limited

Table of contents

Parties	3
Background	3
Agreement.....	3
1 Interpretation.....	3
2 Sale and Purchase of Vessel.....	5
3 Conditions Precedent	5
4 Completion.....	6
5 Risk.....	6
6 Clear Title	7
7 General Provisions	7
8 Warranties	8
Execution.....	9
Schedule 1	10

Agreement dated 20 April 2019

Parties

- 1 **Ownaship Limited** of 29c Ngake Street, Orakei, New Zealand, trading as 'Ownaship' ('Seller')
- 2 **BoatCo M51-3 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 \$1,527,000 including GST (comprising \$2,127,000 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 \$357,000 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 \$357,000 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 M51-3 Limited**
by its sole director in the presence of:



BoatCo M51-3 Limited

Witness signature _____

Maria Taylor
Solicitor
Auckland

Schedule 1

Name of Vessel: TBA

Description of Vessel: 2019 Maritimo M51

Equipment being sold: As per the attached specification sheet

Purchase Price: \$2,142,000 including GST (comprising of \$2,127,000 for the vessel and \$15,000 for reimbursements of costs associated with the offer of Shares)

Place of Delivery: Westhaven Auckland

Condition Date: 15 September 2019

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 22 March 2019



FULL BEAM MASTER

M 51 CRUISING MOTORYACHT

LENGTH OVERALL	16.19 M	53' 1" FT
HULL LENGTH ISO	15.93 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	300 L	79 US GAL
SLEEPING CABINS	3	
SLEEPING CAPACITY	5 STANDARD	OPTIONAL 7
ENGINES	2 x VOLVO D11 - 670 MHP	
GENERATOR	CUMMINS - ONAN 11 KW	

M 51 CRUISING MOTORYACHT

FULL BEAM MASTER

SPECIFICATIONS

AIR CONDITIONING

- Air conditioning to flybridge 1 x 18,000 BTU
- Flybridge windscreen – demist air conditioning
- Bathrooms – air conditioning
- Air conditioning to saloon 2 x 12,000 BTU, split to starboard cabin
- Air conditioning to master suite 1 x 16,000 BTU, split to forward cabin
- Fuel lines – approved rubber. All fittings swaged
- Steering – power steering. Tiller system with emergency locking pins
- Shafts – 2 1/4" Duplex – stainless steel
- Shaft seals and rubber seals – dripless

CONSTRUCTION

- Variable dead rise deep V hull with moulded spray rails
- Hull - solid fibreglass bottom with cored topsides
- Main bulkheads free standing fibreglass with core
- Deck and wheelhouse – fibreglass with core
- Flybridge – fibreglass with core
- Water tight collision bulkheads
- Fuel tanks integral GRP – meets CE requirements

ENGINEERING

- Engines, primary Volvo D11 - 670 MHP
- Acoustic sound insulation
- Air conditioned all cabins reverse cycle
- Ball valves and skin fittings 316 stainless steel below water line
- Bilge pumps - auto - 4 x 1100 GPH
- Controls – single lever electronic single station
- King starboard floor between engines
- Engine instruments – electronic single station
- Engine bearers – moulded solid fibreglass
- Flexible engine mounts
- Engine exhaust risers and Aqualift mufflers
- Engine room air intake washable filters
- Engine room lighting DC LED
- Engine room fire system auto/manual
- External and internal strainers fitted to water intakes
- Fibreglass engine room liner with patented bonding process
- Fresh water tap and hose set in engine room
- Fresh water pump fitted in engine room
- Fresh water tank and separate water filter for galley
- Fresh water heater (AC only) – quick recovery
- Toilet holding tank
- Fuel filters – Racor 500 filter, 1 for each main engine. Generator fitted with Racor 500 filter
- Fuel transfer pump

M 51 CRUISING MOTORYACHT

FULL BEAM MASTER

- Rudders and struts - high tensile bronze
- Propellers computer machine
- dNibral 5 blade
- Trim tabs – hydraulic twin ram
- Thruster – bow and stern thruster incl. hand held remote
- Fuel tanks – GRP with sight gauge and emergency shut off at main entrance door and gauge to electrical panel

ELECTRICAL

- Generator - 1 x 11 kW generator fitted with sound shield, and 24 volt charging alternator with water separator to exhaust
- Batteries - 2 x Port Start and 2 x Starboard start and 4 x House Bank
- Inverter supplies multiple power points to bathrooms x 1 each, galley x 1, TV's, stereo's and fridge
- Battery charging: inverter charger 1.6 kW - 50 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 24 volt panels for accommodation deck and flybridge.
- 240 volt panels
- Electrical wiring - tinned wiring where applicable coded and labeled.
- Navigation lights - international code compliant CE
- Fuel gauge to electrical panel
- Muir chain counter readout only to flybridge dash
- Water gauge to electrical panel
- Autopilot solenoid pack

MAIN DECK

- 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
- Bow stowage locker with freshwater deck/anchor wash with divider
- Stainless steel cleats bow and stern – total 8
- White PVC high-impact rubbing banding with stainless-steel insert
- Electric horn
- Sullage pump out situated on starboard side deck
- Fuel filler to port and starboard side deck
- Rails - stainless steel railings, bow rail. Grab rails where necessary
- Finish - forward side decks, trunk cabin, cockpit, cabin roof non skid FRP with steps
- Hatches - 3 x deck hatches in sleeping accommodation, opaque in bathrooms with blinds

M 51 CRUISING MOTORYACHT

FULL BEAM MASTER

SPECIFICATIONS

FLYBRIDGE

- Flybridge windscreen - demist air conditioning
 - Flybridge 4 sided enclosed hardtop, three panel sliding window aft and one opening door
 - Fixed windows x 3 forward flybridge screen
 - Stainless steel rail to rear of flybridge with mid rail
 - Helm station - fully equipped with steering, engine controls, engine instrumentation, bow and stern thruster control, trim tab controls, winch up/down controls, and compass
 - Drink holder x 1 on console
 - Individual helm seat on pedestal Pompanette Signature series
 - Large lounge area upholstered
 - Access - internal staircase from saloon
 - Mounting positions for optional navigation dome / radar
 - Muir chain counter readout only – round style
 - Spotlight remote control
 - Carpet throughout interior with option of teak to rear deck
 - Windscreen wipers and washers x 3 with intermittent wiper control and automatic rain sensors
- Access - internal staircase to flybridge. Alloy framed glass bi-fold doors
 - Lighting - 24 volt - flush mounted in headliner

GALLEY

- 2 door refrigerator/freezer
- 4 burner cook top
- Microwave
- Dishwasher
- Pantry
- One bowl stainless sink with mixer tap
- Drawers for plates, cutlery and pans etc
- Galley bench tops
- Overhead lighting
- Amtico floor to galley: Rosewood 114mm and Pale Maple 4mm

SALOON

- Entertainment - bar in polished timber, bar fridge
- Furniture - polished timber, dinette upholstered and polished occasional dining table
- Starboard aft lounge upholstered

M 51 CRUISING MOTORYACHT

FULL BEAM MASTER

-
- Windows tinted and toughened fixed glass windows
- Roller blinds to side windows and aft doors. Carpet throughout
- Overhead lighting

MASTER CABIN

- Full beam master
- Queen size island berth with sprung mattress, storage below
- Bedside tables
- Overhead and bed head lighting flush
- Full height mirror
- 3 large port holes - 1 x starboard, 2 x port
- Carpet throughout
- 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.
- Full size hanging locker, cedar lined
- Dresser with three drawers
- Upholstered bedhead
- Upholstered day bed

FORWARD CABIN

- Island berth with sprung mattress and with access to bow thruster with drawers under
- Upholstered bedhead
- Full height locker in polished timber
- Air conditioning 12,000 BTU, split from master
- Overhead and bed head lighting
- Lockers - port and starboard
- Carpet throughout
- Deck hatch with blackout screen
- Port and starboard storage lockers
- 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
- Full height mirror

STARBOARD CABIN

- Air conditioning split from saloon
- Overhead and bed head lighting
- Shelf with fiddle fore/aft
- Carpet throughout
- Port light

SPECIFICATIONS

AFT COCKPIT DECK

- Overboard drains to stern, engine room access, S/S transom gates
- Cockpit sole - 1 x hatch
- Fender and rope lockers port and starboard sides
- Overhead lighting
- Engine room access from cockpit through hatch
- Stairs to engine room
- Waeco plate freezer to cockpit
- Water - cockpit shower hot and cold and sink
- Shore power inlet x 1
- BBQ
- Teak laid decking to cockpit / swim platform
- Euro transom, including plate freezer, provision for BBQ, sink, cockpit shower, 240 volt GPO, rear access door to lazarette, vinyl cushions to match interior

GENERAL

- 4 x docking lines
- 4 x large fenders
- 1 x set flares, life jackets and coastal safety gear
- 1 x boat hook
- Shore power leads
- Owners pack
- Hand held fire extinguishers 1kg x 3

Additional net options added

- Engine controls - portside cockpit
- Chain extra 20M – 40kg Anchor upgrade anchor winch
- Davit SWL 250kg single davit
- Teak laid decking to swim platform
- S/S bar fridge flybridge balcony
- Cockpit BBQ stainless steel 240 volt
- LED floor lighting to cockpit X 6 saloon and gallery X 6 and forward steps X 4
- Lower windscreen cover
- Double fold out sofa bed in flybridge
- Berth to third cabin
- Flybridge and saloon sliding windows
- Dishwasher to galley includes island bench
- S/S fridge to saloon
- Saloon 32" LED TV on swing arm
- Fusion cockpit speakers with amp and remote
- Fusion flybridge speakers with amp and remote
- Under water LED lights X 4 aft facing (blue)

Custom options

- Flybridge aft rail -2nd mid rail & 6 rocket launches and rod holders to cockpit coaming X 2
- Ottoman upholstery with storage
- Fold out coffee table to covert to ottoman

- Varnished teak table to cockpit on S/S pedestal
- Natural unvarnished teak table to flybridge balcony on S/S pedestal
- Teak laid decking to flybridge aft balcony
- Ice maker
- Master bedroom - 26" Led TV
- Oven
- Water maker

Non -standard extras

- USB – 4
- Salt water wash down pump
- Cover for transom lounge and table
- 2nd helm seat single on manual pedestal
- Dingy / outboard
- Safety equipment
- Lines / utensils
- Extended engine warranty
- Wifi modem
- 2 S/S U bars on the transom plus bait board

Electronics – Simrad Twin 19" package

- GPS, radar, autopilot and sonar package