

Management Agreement

BoatCo R3500-8 Limited

Ownaship Limited

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Agreement dated 10 December 2019

Parties

- 1 **BoatCo R3500-8 Limited** at 29c Ngake Street, Orakei, Auckland , New Zealand ('**BoatCo**')
- 2 **Ownaship Limited** of 29c Ngake Street, Orakei, Auckland, New Zealand, trading as 'Ownaship' ('**Manager**')

Background

- A BoatCo has acquired the Vessel and will issue Shares to the Shareholders pursuant to the Offer.
- B BoatCo wishes to engage the Manager to provide the Services.
- C The Manager has agreed to accept such appointment subject to the terms and conditions of this Agreement.

Agreement

1 Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

'**Accounts**' means books of account recording all income and expenditure incurred by the Manager in relation to the Vessel;

'**Agreement**' means this agreement including the background recitals and Schedules as may be amended pursuant to clause 10.4;

'**Annual Financial Accounts**' means a written report detailing all income and expenditure incurred by the Manager in relation to the Vessel in each Year;

'**BoatCo Shareholders' Agreement**' means the agreement between the Shareholders, the Manager, and BoatCo to be entered into simultaneously with this Agreement;

'**Budget**' means the budget to be prepared in accordance with clause 3.6 and Schedule 2;

'**Claims**' means any and all losses, claims, actions, demands, expenses (including any legal costs on a solicitor and own client basis), damages, liabilities or any other proceedings whatsoever;

'**Commencement Date**' means the commencement date set out in Schedule 3;

'**Constitution**' means the constitution of BoatCo from time to time (and for the avoidance of doubt, where BoatCo does not have a constitution means the relevant provisions of the Companies Act 1993);

'**Founding Director**' has the meaning given to it in the BoatCo Shareholders' Agreement;

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

'Initial Term' means the period of 5 years from the Commencement Date;

'Interest Rate' means the interest rate set out in Schedule 3;

'Management Charge' means the Management Charge as calculated in accordance with Part 1 of Schedule 2;

'Management Fee' means the fee charged by the Manager for the provision of the Services and included in the Management Charge in accordance with Schedule 2;

'Offer' means the offer of the Shares to be made to prospective Shareholders by BoatCo;

'Records' means usage, payment, maintenance, insurance and damage records relating to the Vessel;

'Services' means the Services set out in Schedule 1;

'Shareholder' means a person that holds Shares and **'Shareholders'** means all of the shareholders of BoatCo;

'Shares' means shares in the capital of BoatCo;

'Term' means the term of this Agreement as determined in accordance with clause 8;

'Transfer' means to sell, assign, transfer, convey or otherwise dispose of;

'Vessel' means the vessel set out in Schedule 3 together with certain assets associated with it, details of which are set out in Schedule 3;

'Vessel Rules' has the meaning given to it in the BoatCo Shareholders' Agreement;

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

'Year' means the period of one calendar year from the date of allotment of the Shares pursuant to the Offer and thereafter each period of one calendar year from day after the last day of the previous Year.

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; and

- e **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.
- f **Number and gender:** Words importing the plural include the singular and vice versa and words importing one gender include the other genders.

2 Appointment of Manager

2.1 Appointment

BoatCo hereby appoints the Manager and the Manager accepts such appointment to provide the Services for the Term.

2.2 Provision of Services

The Manager will be responsible throughout the Term for the provision of the Services.

2.3 Delivery of Services

The Manager will provide the Services:

- a in a proper and business-like manner in accordance with the terms and conditions of this Agreement, the requirements of the BoatCo Shareholders' Agreement and the Constitution; and
- b with an appropriate degree of skill and expertise,

and will at all times faithfully and honestly discharge its duties and notwithstanding anything else contained in this Agreement will, in all respects, observe and comply with the reasonable orders and instructions of BoatCo.

2.4 Courteous Behaviour

The Manager will at all times ensure that its employees and agents are courteous to the Shareholders and their guests and will at all times ensure that its employees and agents are appropriately supervised.

2.5 No Agency

The Manager acknowledges that, subject to this Agreement, it will have no authority to bind BoatCo unless authority in that regard is provided in writing to the Manager.

2.6 Appointment of Subcontractors

The Manager may appoint agents or sub-contractors to perform any of the Services or other duties under this Agreement provided that the Manager will continue to be liable for the provision of any such Services and the performance of any such duties.

3 Accounts and Records

3.1 Maintenance

The Manager will keep and maintain the Accounts and the Records during the Term.

3.2 Access

The Manager will provide BoatCo with access to the Accounts and Records during normal working hours upon reasonable request from BoatCo.

3.3 Annual Financial Accounts

The Manager will present the Annual Financial Accounts to BoatCo by 31 March in the Year following the Year to which the Annual Financial Accounts relates.

3.4 Accountants

BoatCo may engage accountants to prepare and maintain the Accounts and the Records and to prepare the Annual Financial Accounts. The fees charged by any such accountants will be borne by BoatCo to the extent the fees relate to the Annual Financial Accounts; otherwise the accountants' fees will be borne by the Manager.

3.5 Money Received

The Manager will duly account for all monies received by it on behalf of BoatCo in the course of the provision of the Services.

3.6 Budget

By 30 May in each Year the Manager will prepare a budget of planned expenditure and income for the following Year in relation to the Vessel. The budget for the first Year is set out in Part 2 of Schedule 2.

4 Payments

4.1 Authorisation

BoatCo hereby authorises the Manager:

- a to incur expenditure on BoatCo's behalf; and
- b to account for all such expenditure,

provided however, that such expenditure, when aggregated with past like expenditure and the balance of the projected expenditure of the same nature within the same Year, is within the amount prescribed by the Budget for that Year.

4.2 Additional Expenditure

Any expenditure beyond that forecasted in the Budget ('**Additional Expenditure**') must be authorised by BoatCo in writing provided that it is expressly acknowledged by BoatCo that the Manager shall have no obligation to provide any part of the Services if the expenditure relating to the provision of those Services has not been authorised under clauses 4.1 or 4.2.

5 BoatCo's Authorised Representative

5.1 Nomination

BoatCo will from time to time nominate an individual to give instructions or authorisations to and communicate with the Manager on behalf of BoatCo ('**Nominated Representative**'). As at the date of this Agreement, the Nominated Representative shall be the individual named in Schedule 3.

5.2 Meetings

If so requested, the Manager will attend meetings of BoatCo. A representative of the Manager will be entitled to be heard on any relevant question or matter at any such meeting.

6 Charges

6.1 Payment

In consideration of the Manager providing the Services, BoatCo will pay to the Manager the Management Charge relating to each Year on or prior to the first day of that Year (the '**Payment Date**'). The Management Charge for the first Year of the Agreement is set out in part 1 of Schedule 2.

6.2 Invoices

The Manager shall provide BoatCo with an invoice for each Management Charge at least 10 Working Days before the Payment Date of that Management Charge.

6.3 Charging for Additional Expenditure

In the event that BoatCo approves Additional Expenditure in accordance with clause 4.2, the Manager may, at its discretion:

- a charge BoatCo for the Additional Expenditure (an '**Additional Charge**') at any time after it has been approved by issuing an invoice for the Additional Charge in which case BoatCo must pay the Additional Charge within 10 Working Days of the date of the invoice (the '**Additional Payment Date**'); or
- b add the Additional Expenditure to the Management Charge for the following Year in accordance with Schedule 2.

6.4 GST

The Management Charge and the Additional Charge and all other charges, fees and remuneration payable by BoatCo under this Agreement shall be inclusive of GST.

6.5 Interest on Late Payments

In the event that a Management Charge or an Additional Charge or any part thereof is not paid by the Payment Date or the Additional Payment Date (as the case may be), BoatCo must pay to the Manager interest on the amount unpaid at the Interest Rate computed on a daily basis from the Payment Date or Additional Payment Date (as the case may be) until the date of actual payment.

6.6 Management Fee

The Manager and BoatCo must agree the amount of the Management Fee for each Year on or prior to the first day of that Year. In the event that the Manager and BoatCo cannot agree the Management Fee for a particular Year, the Manager may, at its discretion:

- a impose the Management Fee charged in the immediately preceding Year; or
- b terminate the Agreement in accordance with clause 8.

7 Personnel

7.1 Manager Responsible

The Manager will be responsible (at BoatCo's cost) for employing all staff and/or sub-contractors required to provide the Services.

7.2 Qualified Skipper

The Manager is authorised by BoatCo to place (at BoatCo's cost) a qualified skipper of its choice on board the Vessel during any period of use at the expense of BoatCo if this is deemed, in the absolute discretion of the Manager, to be necessary.

7.3 Complaints

The Manager will report all complaints of whatever nature to the Nominated Representative.

8 Term and Termination

8.1 Initial Term

This Agreement shall commence on the Commencement Date and continue in force until the end of the Initial Term unless earlier terminated in accordance with this clause 8.

8.2 Automatic Renewal

The parties agree that at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intention not to renew the Agreement at least 60 Working Days before the expiry of the Initial Term or any subsequent renewed term.

8.3 Immediate Termination By BoatCo

If:

- a the Manager commits a material breach of this Agreement and that breach remains unremedied 20 Working Days after being given written notice of the breach by BoatCo; or
- b any order is made or resolution passed for the winding up of the Manager (except for the purpose of reconstruction or amalgamation), or an order is made for the appointment of a receiver, manager, administrator or liquidator, or the Manager makes an assignment for the benefit of or enters into any arrangement or composition with its creditors or is unable to pay its debts,

then in any one or more of such events BoatCo will have the right to terminate this Agreement immediately upon written notice but without prejudice to any action or remedy which it has or might or otherwise could have against the Manager.

8.4 Immediate Termination By Manager

If:

- a any amount payable to the Manager remains unpaid for a period of 10 Working Days after its due date for payment (although no formal or legal demand has been made); or

- b BoatCo commits a material breach of this Agreement and that breach remains unremedied 20 Working Days after being given written notice of the breach by the Manager; or
- c any order is made or resolution passed for the winding up of BoatCo (except for the purpose of reconstruction or amalgamation), or, an order is made for the appointment of a receiver, manager, administrator or liquidator, or, BoatCo makes an assignment for the benefit of or enter into any arrangement or composition with its creditors or is unable to pay its debts; or
- d the BoatCo Shareholders' Agreement is terminated for any reason; or
- e BoatCo Transfers the Vessel; or
- f the Founding Director is removed by the shareholders of BoatCo; or
- g BoatCo and the Manager cannot agree the amount of the Management Fee for the following Year in accordance with clause 6.6,

then in any one or more of such events the Manager will have the right to terminate this Agreement immediately upon written notice but without prejudice to any action or other remedy which it has or might or otherwise could have against BoatCo.

8.5 Termination by Manager on Written Notice

The Manager may terminate this Agreement by giving BoatCo 6 months' notice in writing.

9 Disputes

9.1 Mediation

Any dispute arising out of or relating to this Agreement may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator.

The mediation shall be terminated by:

- a the signing of a settlement agreement by the parties; or
- b notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
- c notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified; or
- d the expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

9.2 Arbitration

If no mediation is agreed to or if the mediation should be terminated as provided in 11.1b, c or d above, any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

In the event of any dispute arising between the parties touching upon any matter arising under the terms of this Agreement or incidental hereto or relative to the interpretation of any of the provisions thereof then the dispute will be settled by an arbitrator to be mutually agreed upon between the parties and in default of agreement then by such an arbitrator as may be nominated for the purpose by the President for the time being of the Auckland District Law Society.

10 General Provisions

10.1 Indemnity

BoatCo agrees to indemnify and keep indemnified the Manager from and against any Claims incurred by the Manager as a result of any breach by BoatCo of any of its obligations under this Agreement, however arising, excluding claims arising from any negligent act or omission, wilful misconduct or fraud on the part of the Manager, its directors, officers or employees.

10.2 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.

10.3 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.

10.4 Amendments

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

10.5 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.

10.6 Assignment by Manager

The Manager may assign its interest in this Agreement provided that it proves to the reasonable satisfaction of BoatCo that the assignee is a respectable, responsible and solvent person (which includes a corporation) capable of adequately carrying out the functions of the Manager pursuant to this Agreement.

10.7 No Assignment

Other than pursuant to clause 10.6, no party may assign or be relieved of its rights or obligations under this Agreement without the prior written consent of all parties.

10.8 Time of Essence

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

10.9 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 this Agreement or to such other address as the party to be notified may designate by written notice given to all other parties.

10.10 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.

10.11 Force Majeure

Neither party to the Agreement shall be liable to the other and neither party shall be deemed to be in default for any failure or delay to observe or perform any of the terms and conditions applicable to the party under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party including (but not limited to) fire, flood, lightning, storm and tempest, earthquake, strikes, tsunamis, lock-outs or other industrial disputes, acts of war, riots, explosion, government restriction, unavailability of equipment or product or other causes whether the kind enumerated above or otherwise which are beyond the control of that party and where such failure or delay is caused by one of the events above then all times provided for in this Agreement shall be extended for a period commensurate with the period of the delay.

10.12 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.

Execution

Signed for and on behalf of
BoatCoR3500-8 Limited
by its sole director in the presence of:




BoatCo R3500-8 Limited

Witness signature _____



Maria Taylor
Solicitor
Auckland

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



Ownaship Limited

Witness signature _____



Maria Taylor
Solicitor
Auckland

Schedule 1 The Services

- a Arranging the provision of all regular and irregular maintenance and cleaning services for BoatCo with external service providers, and supervising those service contracts on behalf of BoatCo to ensure that the Vessel is maintained in first-class working standard and condition;
- b Ensuring the bookings and function reservations for the Vessel and all matters incidental thereto are carried out in accordance with the Vessel Rules;
- c Publishing the Vessel Rules and making such amendments to the Vessel Rules from time to time as it considers necessary to ensure the smooth running of the Vessel for the benefit of the Shareholders;
- d Using its reasonable endeavours to ensure that the terms and conditions of the BoatCo Shareholders' Agreement and the Vessel Rules are complied with by all persons using the Vessel;
- e Managing the berthing licence for the Vessel;
- f Ensuring that the Vessel is berthed in a reasonably secure and convenient location;
- g Recommending and taking out such insurance cover in relation to the Vessel as is financially prudent, and dealing with any insurance matters that may arise;
- h Organising the removal of the Vessel from the water for antifoul and engine/drive servicing at such times and in such manner as is required to keep the Vessel in first-class condition;
- i Organising the refurbishment of the interior, exterior, furnishings and equipment as considered necessary to maintain the Vessel in first class condition; and
- j Refuelling the Vessel if required by the Shareholders for a fee payable by the Shareholders as agreed between the Manager and the Shareholders.

Schedule 2 Management Charge

1 Calculation of Management Charge

1.1 The Manager will use the Budget as the basis for the calculation of the Management Charge.

1.2 The Management Charge for each Year will be the aggregate of:

- a the amount of any Additional Expenditure incurred by the Manager during the previous Year and not made the subject of an Additional Charge; and
- b the Management Fee for that Year; and
- c the Manager's estimate of all costs that will be incurred in relation to the Vessel for that Year, including but not limited to:
 - i berthing;
 - ii general maintenance of hull, cabin, decks, power plants & ancillaries, furnishings and equipment, including replacement of any items deemed necessary to maintain the vessel and its furnishings and equipment in first class condition;
 - iii insurance;
 - iv cleaning/valet;
 - v an appropriate contingency amount;

(together, the '**Vessel Costs**'); and

- d the Manager's estimate of all expenses that will be incurred pursuant to this Agreement for the Year (including all legal, accounting and company administration fees, telephone charges, consumables, wages, salaries, payments to contractors and other expenses) ('**Expenses**') (Expenses and Vessel Costs together the '**Total Costs**').

1.3 In the event that the estimated Total Costs are greater than the actual Total Costs (a '**Surplus**'), the Manager will deduct the amount of the Surplus from the Management Charge for the following Year.

1.4 The Management Charge for the first Year of this Agreement is set out below:

a	Management Fee	\$27,800
b	Vessel Costs	
	i berthing	\$9,000
	ii general maintenance	\$24,000
	iii insurance	\$5,000
	iv cleaning/valet/polishing	\$8,000
	v contingency	\$2,000

c	Expenses	
	i	Other equipment \$5,000
	ii	Annual financial accounts \$1,000
d	Total costs	\$81,800

1.5 All amounts set out in clause 1.4 above are inclusive of GST.

2 Budget Proforma for Succeeding Years

Item	Expenditure (incl. GST)
Berthing Costs	[]
Insurance	[]
Maintenance: Scheduled-Engine/Ancillaries	[]
Unscheduled-Engine/Ancillaries	[]
Hull incl haul-out/anti-foul	[]
Cabin & Furnishings	[]
Sails/Rigging/Tackle	[]
Electronics	[]
Other Equipment	[]
Cleaning/Valet	[]
Contingency Fund	[]
Total maintenance budget	[]
Management Fee	[]
Management Expenses	[]

Schedule 3 The Vessel

Name of Vessel:	TBA
Description of Vessel:	2020 Rayglass 3500 Legend
Equipment:	Refer attached specification sheet
Nominated Representative:	Simon Barker
Product Disclosure Statement:	Dated 12 December 2019
Commencement Date	1 September 2020
Interest Rate	18% per annum

Specification Sheet 2020 Rayglass 3500 Legend

Overall length	37ft	Toilet(s)	Electric (1)
Overall beam	3.85m	Shower(s)	Inside/Outside (2)
Displacement	TBA	Fridge/Freezer	Electric (1)
Engines(s)	Twin Mercury diesel 270 HP engines	CD Stereo(s)	Yes
Fuel Capacity	600L (approx.)	BBQ	Stainless steel LPG
Water Capacity	400L (approx.)	Chart Plotter/Fish Finder	Simrad
Batteries	House + Start	Speed/Depth	Yes
Electric Capstan	Auto with remote operation	Compass	Yes
Trim Tabs	Yes	VHF	Yes
Hot Water	Yes	Safety Equipment	Life jackets, flares, EPIRB
Pressure Water	Yes	Galley Equipment	Yes
Cabins	2	Linen	Yes
Berths	6 (fold down table)		
Tender	Yes		
Tender motor	TBA		

Standard Features

Hull and Decks
Slimline hatches on foredeck
Stainless steel grab rails on Hard Top
Stainless steel bow rail
Stainless steel bow sprit and over bow roller
Stainless steel cleats
Rubber fender strip
Anchor locker
Auto capstan winch 20m chain plus warp

Transom

BBQ station
Closing transom door
Platform live bait tank

Cockpit

Teak
Large stowage hold
Locker
Saltwater washdown pump

Drainage system
Cockpit shower
Rear seat with folding back rest

Saloon

V Shaped lounge with table (converts to bed)
Overhead LED lights
Bi-fold entry door and folding galley door

Galley

Sink and mixer tap
12v electric fridge with freezer
4 burner gas cooker, grill and oven

Island workbench
Drawers port and starboard
LED overhead lighting

Helm Station

Captains chair
Steering wheel
Compass
VHF radio
Bluetooth stereo

Hard Top

Fully enclosed windscreen
Sliding sunroof (2)
Sliding windows
Upholstery hard top panels
Stereo speakers
Stainless steel grab rails port and starboard
Navigation lights
Aerials
3 pantograph wipers with fresh water wipers

Master Cabin

Twin berth walk in changing room
Queen size bed with mattress
Carpet flooring
Bulkhead lighting
Overhead hatch

Forward cabin

Double berth starboard side
Bulkhead lighting
Storage under berth
Carpet flooring
Overhead hatch

Toilet

Electric toilet with macerator and holding tank
Vanity cupboard with basin and mixer tap
Hot and cold pressure water

Bulkhead light
Toilet roll holder

Engine Room

Self draining engine hatch
Auto bilge pump
High Water alarm
House and start batteries
Shore power and battery charger
Hydraulic engine hatch lift
Twin Mercury diesel 270 HP engines
Shower
Hot and cold pressure water
Cupboards
Non-skid floor
Bulkhead light
Overhead hatch

Dash to fit electronics and instruments
Engine controls with full management
instruments
USB power outlet
Trim tabs controls with indicator
Switches for wipers/washers, bilge pump, lights,
gauges.
Auto anchoring

Extras

Blue underwater lights
Teak cockpit flooring
Diesel heater
2nd fridge under Captains chair
Sunlounger on bow
Inflatable dinghy
Outboard (TBA)
Dinghy davets
Bowthruster
Wifi booster
Safety equipment
Livebait tank
Solar Panels
Inverter