
Beneteau Gran Turismo 40 (unnamed)
Sale and Purchase Agreement

36 Degrees Brokers Limited (*Seller*)

The Yacht Club Limited (*Buyer*)

Date:

28 May

2018

PARTIES

36 Degrees Brokers Limited, of 9 Westhaven Drive, Auckland Central, Auckland 1010 (the '**Seller**')

The Yacht Club Limited, of C/- 36 Degrees Brokers Limited, Suite 9, 1 Westhaven Drive, Auckland Central, Auckland 1010 (the '**Buyer**')

BACKGROUND

- A The Seller has purchased the unnamed Beneteau Gran Turismo 40 directly from the builder, Beneteau and wishes to sell same to the Buyer.
- B The Buyer wishes to purchase the Vessel and pay the Purchase Price and Licence Fee in the manner described in clause 3 but subject always to clause 5.
- C The Seller wishes to sell and transfer to the Buyer all its rights, title and interest in the Vessel.

NOW IT IS AGREED by the parties as follows:

1 DEFINITIONS

In this Agreement unless the context requires otherwise:

Agreement means this Agreement, the recitals and schedules attached hereto;

Duties means official Customs Duties and/or taxes (including GST) that may become due and/or payable to New Zealand Customs or applicable Government agencies upon entry or exit of the Vessel into or from the port of delivery as contemplated under any applicable New Zealand Customs or tax related legislation or regulations;

Encumbrance includes any mortgage, charge (whether fixed or floating) pledge, lien, option, restriction as to transfer, use or possession and any other encumbrance, security or adverse interest whatsoever;

Equipment includes but is not restricted to the engine, gensets, steering gear, tender(s) (if any), communications equipment, electronics, life-saving, fire-fighting equipment and any spares whether aboard or ashore and as further outlined in Schedule 1;

GST means Goods and Services Tax as that term is defined in the Goods and Services Tax Act 1985;

Intellectual Property means all confidential information, know how, technical information or other information provided to the Buyer (by the Seller) in respect of a public offer of shares in the Buyer relating to shared ownership in the Vessel, including but not limited to the product disclosure statement,

investment structure, constitution, vessel rules, this Agreement and the management agreement (copies of which have been provided to the Buyer) in whatever format (electronic or otherwise) all of which remain the sole property of the Seller;

Licence Fee means the sum of NZD\$22,000.00 (Twenty-Two Thousand New Zealand Dollars) payable by the Buyer to the Seller in respect of the limited licence contemplated by clause 15;

Offer means the Ultimate Purchaser's public offer of shares in the Ultimate Purchaser to prospective investors;

Purchase Price means the sum of NZD\$875,000.00 (Eight Hundred and Seventy-Five Thousand New Zealand Dollars) including GST, unless any deductions are made in accordance with the terms of this Agreement;

Sale and Purchase Agreement means the Sale and Purchase Agreement between the Buyer and the Ultimate Purchaser entered into on or about the same time as this Agreement with settlement under both the Sale and Purchase Agreement and this Agreement to occur contemporaneously;

Settlement Date means the date described in clause 4;

Ultimate Purchaser means NZ Boat Share GT40-1 Limited;

Vessel means the unnamed Beneteau Gran Turismo 40 her Equipment, fuel and all her documentation, as further outlined in Schedule 1.

2 SALE AND PURCHASE

- 2.1 The Seller shall sell and transfer and the Buyer shall purchase the Vessel on terms set out in this Agreement.

3 PURCHASE PRICE

- 3.1 Payment of the Purchase Price and Licence Fee shall be made by way of bank transfer to the Seller's nominated bank account on or prior to the Settlement Date as outlined in clauses 4.3 or such other date as may be agreed between the parties.
- 3.2 The parties acknowledge that GST, taxes and/or Duties (if any) may or may not become payable on the Purchase Price. If required the Seller shall provide the Buyer with a tax invoice for the Purchase Price prior to the Settlement Date. The Buyers shall pay GST and/or taxes (if any) on payment of the Purchase Price if required by law.
- 3.3 The Buyers shall be liable for any Duties (if any) that may become due after settlement and agree to indemnify and hold harmless the Sellers in respect of the payment or obligation to pay such Duties, provided at all times that such liability has not arisen as a result of the Sellers failure to attend to any Duties (if any) arising prior to settlement. The Seller shall remain liable for any taxes and/or Duties (if any) due or becoming due prior to settlement and

indemnifies and holds harmless the Buyer in respect of the payment or obligation to pay such duties.

4 DELIVERY, SETTLEMENT AND TITLE

- 4.1 Upon receipt of the Purchase Price and the License Fee, the Seller shall deliver and give title and possession to the Buyer of the Vessel at **Pier 21 A5** on the Settlement Date and concurrently hand to the Buyer the documents outlined in clause 8 (**'Delivery'**).
- 4.2 The Settlement Date shall be 28 MAY 2018 or such other date agreed between the parties in writing.
- 4.3 All risk in the Vessel shall pass to the Buyer at the time of Delivery, and the Buyer assumes all costs, and expenses relating to the Vessel subject always to clauses 3.3 and 9.
- 4.4 Should the Vessel become an actual, or constructive total loss before Delivery this Agreement shall be deemed null and void and neither party shall have any claim as against the other.
- 4.5 Subject to the terms and conditions of this Agreement, the Vessel and her Equipment will be delivered to and taken over by the Buyer on the Settlement Date in the same condition as she was at the time of the Buyer's inspection, fair wear and tear excepted.

5 FINANCE CONDITION

- 5.1 This Agreement is strictly conditional on the Ultimate Purchaser obtaining sufficient funding pursuant to its Offer, to satisfy the Purchase Price and Licence Fee on or prior to the Settlement Date pursuant to the Sale and Purchase Agreement.
- 5.2 Should the Ultimate Purchaser not have obtained sufficient funding by the way of the Offer on or prior to the Settlement Date then, in its sole discretion it may:
 - (a) Wholly or partly underwrite the Purchase Price and Licence Fee and proceed to settle the transaction in accordance with the terms of this Agreement; or
 - (b) Notify the Buyer in writing of the non-satisfaction of clause 5.1, who shall notify the Seller of the non-satisfaction thereof, at which point this Agreement (and the Sale and Purchase Agreement) shall be deemed null and void and of no legal effect.
- 5.3 In the event of termination of this Agreement pursuant to clause 5.2(b) the Seller shall return any moneys paid to it by the Buyer (if any) and neither party shall have any further claim as against the other.
- 5.4 This clause 5 is inserted for the benefit of the Ultimate Purchaser, and enforceable at the suit of the Ultimate Purchaser in terms of the Contracts (Privity) Act 1982, and may be waived in its absolute discretion.

6 INSPECTION

- 6.1 The Seller purchased the Vessel in factory new condition from the manufacturer, Beneteau, and has not utilised her for any purpose other than commissioning, demonstration and ensuring that the condition is as expected from a new Vessel, being seaworthy and in first class condition.
- 6.2 The Buyer has inspected the Vessel and her documentation and accepts the Vessel as being in the condition expected of a new vessel and this sale is unconditional and outright and subject only to the further terms of this agreement. The Vessel is sold on an '*as is, where is*' basis, subject only to the warranties contained in this Agreement. The Buyer acknowledges that it has entered into this Agreement relying solely upon its own judgment and not upon any representation by the Seller or its representatives except as contained in this Agreement.

7 CANCELLATION

- 7.1 In the event of this Agreement being terminated pursuant to Clause 5 the Buyer shall make good any damage caused to the Vessel by its Inspection in so far as such damage relates to action taken by the Buyer or his/its representatives or by the Master of the Vessel while under instructions from the Buyer or his/its representatives.

8 DELIVERY DOCUMENTS

- 8.1 In exchange for the payment of the Purchase Price and Licence Fee in accordance with clauses 3 and 4.1 the Seller shall provide the Buyer the following delivery documents:
- (a) Legal Bill of Sale transferring title to the Vessel and stating that the Vessel is free from all mortgages, maritime liens, encumbrances and debts whatsoever;
 - (b) Tax invoice for the Vessel (if required);
 - (c) Any additional documents as may be reasonably required by the competent authorities of the Buyer's nominated Flag State for the purpose of registering the Vessel (if required), provided the Buyer notifies the Seller of any such documents as soon as possible after the date of this Agreement; and
 - (d) The Seller shall deliver to the Buyer all records, diagrams, manuals, drawings, schematics, log books and other documentation on the Vessel, or in the Seller's possession pertaining to the Vessel, its machinery and equipment at Settlement Date.
 - (e) Valid transfer or assignment of any builder's and/or OE manufacturer warranties relating to the Vessel and/or her Equipment where capable of assignment.

9 SELLER WARRANTIES AND INDEMNITY

- 9.1 The Seller represents and warrants to the Buyer as at the date hereof and as at the Settlement Date, that:
- (a) The Vessel is legally and beneficially owned by the Seller and the Seller has full power and authority to sell and transfer to the Buyer the Vessel.
 - (b) There are no agreements or restrictions whether arising out of any legislation, regulations, agreement or otherwise preventing, restricting or inhibiting the Seller from carrying out the sale and transfer of the Vessel.
 - (c) Upon receipt of the Purchase Price and Licence Fee, title in the Vessel and all equipment will pass to the Buyer free from any liabilities, claims, mortgages, liens, charges, liabilities (actual, threatened or contingent) or other encumbrances whatsoever.
 - (d) The Vessel is and will be kept securely and maintained in the same new condition as she was at the time of the Buyer's inspection at the Settlement Date.
 - (e) The Vessel has not be used for any purpose other than her commissioning, demonstration, maintenance and any trials necessary to ensure her condition is and remains ex-factory new.
- 9.2 The Seller further covenants and agrees with the Buyer to indemnify and save harmless the Buyer from and against any and all claims, demands, actions, suits, proceedings, costs, liabilities and expenses (collectively called 'the Claims') which may be brought or made against the Buyer (or the Vessel) or which the Buyer may suffer or incur as a result of or arising out of or in respect to any misrepresentation, breach of warranty on the Seller's part under this Agreement provided always that any Claims relate to matters arising prior to delivery of the Vessel to the Purchaser. The Purchaser will notify the Seller of any claims and the Seller will be afforded a reasonable opportunity at the Seller's expense to resist, defend or compromise any such claims.

10 BUYER WARRANTIES

- 10.1 The Buyer represents and warrants to the Seller as at the date hereof and as at the Settlement Date, that the Buyer is authorised to enter into this Agreement and that there is no impediment or restriction legal or otherwise preventing the Buyer's compliance with its obligations under this Agreement.

11 INSURANCE

- 11.1 It is acknowledged and agreed by the Buyer that all insurance/s in respect of the Vessel shall be the sole responsibility of the Buyer at and from the

Settlement Date including but not restricted to the cost, expense and procuring of such insurance/s in the name of the Buyer.

12 BUYER'S DEFAULT

- 12.1 Should the Purchase Price and Licence Fee not be paid in accordance with Clause 3.1 the Seller shall have the right to cancel this Agreement with immediate effect and the Seller shall be entitled to claim compensation from the Buyer for provable losses and expenses reasonably incurred, together with interest thereon Libor + 2% per annum.

13 SELLER'S DEFAULT

- 13.1 If the Seller fails to deliver the Vessel and the documentation in accordance with Clauses 4 and 8 of this Agreement, provided such failure to deliver does not arise as a result of the Buyer's failure to accept delivery or tender notice in accordance with this Agreement, the Buyer shall be entitled to claim from the Seller compensation for provable losses and expenses reasonably incurred following from such failure of the Seller, together with interest thereon at the rate of Libor + 2% per annum.

14 LICENCE OF INTELLECTUAL PROPERTY

- 14.1 The Buyer acknowledges that ownership in the Intellectual Property vests solely in the Seller and will take no steps nor permit steps to be taken by its employees, directors or shareholders to assert ownership over same.
- 14.2 The Seller grants the Buyer a restricted licence to use the Intellectual Property for the sole purposes of providing a restricted sub-licence to the Ultimate Purchaser for the sole purposes of presenting its Offer to prospective shareholders and operation of the Ultimate Purchaser entity following such offer. The Buyer accepts the grant of the restricted licence contemplated by this clause 14 and irrevocably undertakes to refrain from using the Intellectual Property to create same or similar corporate and offer structures without the prior written consent of the Seller.
- 14.3 In consideration of the restricted licence the Buyer will pay the Seller the Licence Fee on the Settlement Date contemporaneously with the Purchase Price and in accordance with clause 3.1.

15 ARBITRATION

- 15.1 The parties acknowledge that they will use their best endeavours to effect an amicable and expeditious resolution of any disputes arising in respect of this Agreement or any agreements concurrently entered into, but in the event that a decision cannot be effected, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to arbitration in Auckland by a sole arbitrator in accordance with the Arbitration Rules of the Maritime Law Association of Australia and New Zealand ('MLAANZ').

16 MISCELLANEOUS

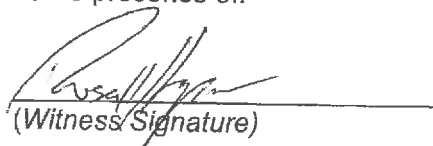
- 16.1 Each party covenants that it will from time to time sign, execute, process and pass and do all such further documents, acts, matters and things as shall be reasonably necessary or requisite for effecting the provisions of this Agreement.
- 16.2 Failure or omission by a party at any time to enforce or require strict or timely compliance with any provisions of this Agreement shall not affect or impair that provision in any way, or the rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.
- 16.3 Each party shall bear its own costs relating to the preparation of this Agreement and the transfer of the Vessel.
- 16.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimile or email copies of the Agreement received by a party shall be interpreted as being conclusive evidence of the execution of the same in terms of this clause. Each party shall sign an original of the same as soon as possible if the provisions of this clause are utilised and shall supply such original to the other party forthwith.
- 16.5 This Agreement together with any Schedules form the entire agreement between the Parties unless otherwise specifically agreed in writing between them and supersedes all previous communications (whether oral or in writing), representations, agreements or understandings.

EXECUTION

SIGNED for and on behalf of
NZ Boat Share GT40-1 Limited
As Buyer, by its sole Director:


Conrad William Gair - Director

In the presence of:

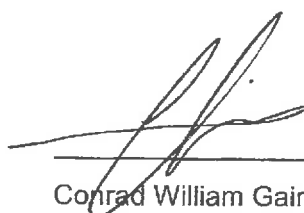

(Witness Signature)

Witness Name: *Russell Hopper*


Witness address: *68B Matipo Road*

Witness occupation: *Sales*

SIGNED for and on behalf of
The Yacht Club Limited
as Seller, by its sole Director:


Conrad William Gair - Director

In the presence of:


(Witness Signature)

Witness Name: Russell Hays

Witness address: 68B Matipo Road

Witness occupation: Sales

Schedule 1 Vessel Specifications and Inventory

GRAN TURISMO 40 SYNDICATE

The Gran Turismo 40 sport-cruiser has classy sharp lines and all the creature comforts needed for luxurious living, while her handling capabilities make it a suitable choice for anyone wanting speed, comfort and stability.

BOAT DETAILS

Build	Beneteau
Model	Gran Turismo 40
Year	2018
Light Displacement	7935kg
LOA	12.67m
Beam	3.85m
Draft	1.15m
Fuel Capacity	700L
Water Capacity	250L
Accommodation	2 cabin, sleeps 4-6
Heads & Showers	1 head & 2 shower
Engine Power	2 x 300HP

BOW

Forward sun mattress (Adjustable backrest)

COCKPIT

- Self-bailing cockpit
- Access through a gate with safety catch
- 8 persons saloon convertible to sun deck
- Saloon convertible into berth
- Natural solid wood cockpit table (0.95 m x 0.6 - 1.2 m) convertible into sun pad (1.90 m x 1.65 m)
- Double bench seat (to port)
- Storage locker (under the seats)
- Cockpit galley with sink, foldaway tap, Storage
- Double access cover to engine well
- Space for cased life-raft
- Storage for fenders and moorings
- Cockpit shower with mixer tap
- SUBMERSIBLE Swim platform (3,2 m x 1,24)
- Swimming ladder
- Hand rail on aft transom
- Exterior PVC upholstery: - Ivory & Mocca PVC topstitched (standard)
- Natural solid Wood cockpit floor
- Aft cockpit closing Graphite
- U Bar/Bait Board/BBQ on aft deck
- 50L cockpit fridge
- Tender & 3hp Outboard Engine

CONSTRUCTION

HULL

- Technology Air Step®
- White hull

Composition

- Sandwich (Polyester resin - Glass fiber - Balsa core)
- Hull counter moulding laminated in monolithic (Polyester resin - Glass fiber)
- 8 opening portholes

DECK

Composition:

- Sandwich (Polyester resin - Glass fiber - Balsa core)
- Deck counter moulding laminated in monolithic (Polyester resin - Glass fiber)

DECK EQUIPMENT

- Radar support
- Courtesy light in cockpit
- Navigation lights

MOORING LINES - MOORING

- Anchor + 28m x 10mm Chain + 40mx 18mm warp
- Swivel bow fitting with anchor securing system
- 1000 W Electric windlass (with remote control)
- 2 Forward cleats, 2 central and 2 aft in stainless steel

SAFETY ON DECK

- Half open pulpit in stainless steel with guardrail and hand rail
- 2 Stainless steel handrails on access to side decks steps

STEERING STATION

- Central pilot station in polyester colour Crème
- Double pilot bench seat with function Bolster
- 3rd Copilot seat
- Pilot and co-pilot upholstery matching the cockpit saloon: - Ivory & Mocca PVC (standard)
- 2 Handrails
- Gloss black dashboard with PVC padded cap Cognac
- Volvo screen 4"
- Space for electronics 12"
- 12 V socket
- Hard-top in polyester with built-in electric sunroof
- Glass windscreen with built-in electric wiper
- Anti-reflection covering under windscreen in grained polyester colour Mocca

GRAN TURISMO 40 SYNDICATE

INTERIOR

- Woodwork Alpi Walnut
- Brown oak laminated floors
- Forced air heating
- Direct and indirect lighting LED

SALOON

- Headroom: 1,92 m / 6'4"
- Door of access
- 4 person sofa, Courchevel Shell fabric upholstery
- Table in mat walnut wood, Stainless steel foot
- 4 Storage cupboards (total: 186 L)
- 2 Storage lockers (under the seats)
- Light wells
- 2 Opening hull portholes
- 1 220v socket
- Venetian Blinds

GALLEY

- Headroom: 1,92 m / 6'4"
- Stainless steel sink with mixer tap
- 2 hob gas plate
- White corian type worktop
- Fridge (80 L)
- 3 Storage drawer, Bin
- Cream-lacquered furniture
- 1 Storage cupboard
- 1 Opening porthole
- Microwave Oven

HEAD

- Headroom: 1,95 m / 6'5"
- Basin with mixer tap
- Mirror
- 2 Storage cupboards
- 1 Opening porthole
- Shower separated by translucent door
- Quiet flush electric marine toilet
- Rigid holding tank 80L / 21 US Gal
- Teak latted decks

OWNER'S CABIN (FORWARD)

- Headroom: 1,90 m / 6'3"
- Double berth (1,40 x 2,00 m)
- Marine mattress
- Padded headboard
- 2 LED reading lights
- 2 Shelving unit
- 2 Hanger closets
- 2 220V Sockets
- 2 Panorama windows with opening ports
- Opening deck hatch with mosquito blind
- 3 Storage drawer (Under the bed)
- Indirect lighting (Under the bed)
- Venetian Blinds

GUEST CABIN

- Headroom: 1,92 m / 6'4"
- 2 Single berths (0,70 x 1,95 m) or 1 Double berth (1,40 x 1,95 m)
- Marine mattress
- 2 Panorama windows with opening ports
- 1 Opening hatch
- 2 Hanger closets
- 2 Storage lockers (210 L & 228 L)
- 1 Bed head with drawer
- 2 LED reading lights
- 1 220v socket
- Venetian Blinds

ENGINE

- Propulsion Stern Drive
- Volvo D4 300 Diesel EVC-E (2 x 221 Kw - 2 x 300 HP) + Joystick
- Bow Thruster
- Throttle & controls:
 - Neutral (Activation of neutral)
 - Station (Activation of the station)
 - Electric Trim tabs (Trim adjustment)
- Joystick Docking
- Fuel filter with decanter
- Sea water filter
- Air intakes on the deck for engine compartment cooling
- Engine room foam soundproofed
- Fire extinguishing system activated from the steering station
- Stainless steel fuel filler
- 2 x 325 L / 86 US Gal Roto moulded fuel tanks
- Steering system:
 - Hydraulic steering
 - 2 Drives with counter rotative propellers
- Electrical engine controls
- Sotts Volvo:
 - Trip computer
 - Cruise control
 - Tow mode
 - Single lever
 - Power trim assistant

GRAN TURISMO 40 SYNDICATE

ELECTRONICS

- SIMRAD NSS 12" evo3 Multifunction screen + Depth sounder
- VHF SIMRAD + AIS transponder
- Fitted Auto pilot
- Radar
- Audio Pack Fusion: Player MP3, AUX, USB + Remote control
- Speakers: Saloon + Cockpit
- Wifi connection module for Ipad
- Underwater lighting

ELECTRICITY

- 2 Engine batteries (12 V - 140 Ah each)
- 3 house batteries (12 V - 305 Ah)
- 1600 watt inverter - 75 amp charger
- Electrical gauge
- 2 Extinguishers
- Power distributor
- Battery charger (12 V - 25 Ah)
- Inside sockets (220 V - 32A)
- 220 V shore power
- Spotlights and LED reading lights

PLUMBING

- 1 Rotational moulded water tank, 200 L capacity of + Electrical gauge
- Stainless steel water filler
- Water pump for pressurising hot/cold water system
- 40 L water heater working off engine exchanger
- 2 Bilge pumps:
- 1 Electric bilge pump
- 1 Manual bilge pump

ONBOARD INVENTORY

SAFETY EQUIPMENT:

- Ropes
- Extra/spare Anchor
- Binoculars
- Dive flag
- Jerry Can
- Bucket
- Basic tool kit
- Life Jackets X 6
- EPIRB
- First Aid Kit
- Flares
- Fire Extinguisher
- Boat Hook
- Torch

LIVING EQUIPMENT:

- Galley
- Pots/Pans
- Cutlery
- Glasswares (Glasses, Wine)
- Plates/Serveware/coffee cups
- Salt/Pepper & Basic Condiments
- Kettle
- Toaster
- Nespresso Machine
- BBQ Tongs etc
- Dustpan & Brush
- Salad bowls
- Water Jug
- Chopping Board

- Cabins
- Pillows
- Sheets Sets
- Duvet & Covers
- Blanket
- Towels Bath
- Beach Towel
- Cockpit Cushions