

**Agreement for Sale and Purchase of a  
2017 Rayglass 3500 Legend**

**BoatCo R3500-2 Limited**

**Ownaship Limited**

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**Agreement** dated 14 August 2017

## **Parties**

- 1 **Ownaship Limited** of 29c Ngake Street, Orakei, New Zealand, trading as 'Ownaship' ('Seller')
- 2 **BoatCo R3500-2 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 final payment of \$598,200 including GST (comprising \$583,200 for the Vessel and \$15000 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 \$99,700 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 \$99,700 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**

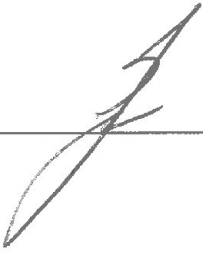
This Agreement will be governed by and construed in accordance with the laws of New Zealand and the Shareholders submit to the non-exclusive jurisdiction of the New Zealand Courts.

### **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 Rayglass Boats Guarantees applicable to the Vessel, (subject to the terms of that Guarantee) to which the Seller would have otherwise been entitled.

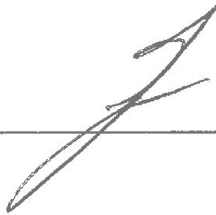
**Execution**

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

  
\_\_\_\_\_

Witness signature \_\_\_\_\_  
Full name \_\_\_\_\_ Maria Taylor \_\_\_\_\_  
Occupation \_\_\_\_\_ lawyer \_\_\_\_\_  
Town/city \_\_\_\_\_ Auckland \_\_\_\_\_

**Signed** for and behalf of **BoatCo R3500-2 Limited**  
by its sole director in the presence of:

  
\_\_\_\_\_

Witness signature \_\_\_\_\_  
Full name \_\_\_\_\_ Maria Taylor \_\_\_\_\_  
Occupation \_\_\_\_\_ lawyer \_\_\_\_\_  
Town/city \_\_\_\_\_ Auckland \_\_\_\_\_

## Schedule 1

<b>Name of Vessel:</b>	TBA
<b>Description of Vessel:</b>	2017 Rayglass 3500 Legend
<b>Equipment being sold:</b>	As per the attached specification sheet
<b>Purchase Price:</b>	\$598,200 including GST (comprising of \$583,200 for the vessel and \$15,000 for reimbursements of costs associated with the offer of Shares)
<b>Place of Delivery:</b>	Westhaven Auckland
<b>Condition Date:</b>	1 November 2017
<b>Addresses for Notices:</b>	<b>Seller:</b>  Email: Simon@ownaship.co.nz Attention: Simon Barker  <b>Buyer:</b>  Email: Simon@ownaship.co.nz Attention: Simon Barker
<b>Head Agreement</b>	Agreement between the Third Party Seller and the Seller dated 15 October 2016

## Specification Sheet 2017 Rayglass 3500

<b>Overall length</b>	37ft	<b>Toilet(s)</b>	Electric (1)
<b>Overall beam</b>	3.85m	<b>Shower(s)</b>	Inside/Outside (2)
<b>Displacement</b>	TBA	<b>Fridge/Freezer</b>	Electric (1)
<b>Engines(s)</b>	Twin VW 260HP TDi	<b>CD Stereo(s)</b>	Yes
<b>Fuel Capacity</b>	600L (approx.)	<b>BBQ</b>	Stainless steel LPG
<b>Water Capacity</b>	400L (approx.)	<b>Chart Plotter/Fish Finder</b>	Simrad
<b>Batteries</b>	House + Start	<b>Speed/Depth</b>	Yes
<b>Electric Capstan</b>	Auto with remote operation	<b>Compass</b>	Yes
<b>Trim Tabs</b>	Yes	<b>VHF</b>	Yes
<b>Hot Water</b>	Yes	<b>Safety Equipment</b>	Life jackets, flares, EPIRB
<b>Pressure Water</b>	Yes	<b>Galley Equipment</b>	Yes
<b>Cabins</b>	2	<b>Linen</b>	Yes
<b>Berths</b>	6 (fold down table)		
<b>Tender</b>	Yes		
<b>Tender motor</b>	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

### **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 VW 260hp engine with bravo 2 drives  
Shower  
Hot and cold pressure water  
Cupboards  
Non-skid floor  
Bulkhead light

Bluetooth stereo  
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

Overhead hatch

**Extras**

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