BOATHOUSE AUCTIONS, INC.

AUCTION PURCHASE AND SALE AGREEMENT

BUYER	**VESSEL**
Buyer's Name:	Vessel Name: N/A
Buyer's Signature:	Make: Scorpion
SELLER	Year: 2022
Seller's Name: Dirk Oerlemans	Length: 47.83"
Seller's Signature:	HIN: NL-HADSC02461B222
CLOSING	**PURCHASE**
Closing/Listing Agent: Tait Yachts	Purchase Price:
Closing Date: June 9, 2023 or sooner	Buyer's Premium:
Delivery Location: Ft. Lauderdale, FL	Less Deposit: $40,000
Vessel Removal Date: June 9, 2023 or sooner	Balance Due at Closing:

1. **Agreement**. Buyer agrees to be bound by and to abide by the "Terms of Service" published on the website of Boathouse Auctions, Inc. (***"Boathouse"***)(https://boathouseauctions.com/terms-of-service), which may from time to time be amended and which in its entirety is incorporated into this Agreement by reference. Buyer agrees to purchase, and Seller agrees to sell, all rights, title and interest to and in the Vessel described above on the terms and conditions set forth in this Purchase and Sale Agreement (**"PSA"**). Capitalized terms used in this PSA refer to the corresponding terms in the table above unless otherwise defined herein. The "Effective Date" of this PSA is the date on which it has been signed by both parties. "Vessel" also includes all gear, machinery, equipment, furniture, fuel, consumables, and all registered or unregistered tenders, toys, articles and appurtenances on board the Vessel and/or included on the Vessel's listing specification except for items listed on the Exclusions List provided in the auction listing agreement, which items are not included in the sale. Buyer will be deemed to have accepted the Exclusion List by participating in the auction. Listing Broker and Selling Broker shall be referred to herein as the "Brokers." If Buyer fails to sign this PSA within 48 hours after the conclusion of the auction, the Buyer will be considered in default and will forfeit their deposit.

2. **Deposit and Buyer's Premium**. In addition to bidder's deposit of USD $40,000 (FORTY THOUSAND U.S. DOLLARS) submitted prior to the auction, winning bidder shall deposit sufficient funds to bring the total deposit to ten percent (10%) of the Purchase Price and shall deliver, as its Buyer's Premium, an amount equal to eight percent (8%) of the total Purchase Price for the Vessel (the "***Buyer's Premium***"). These funds shall be wired to the Listing Brokerage and Boathouse, respectively, for receipt no later than 5:00 p.m. ET on the second business day after the conclusion of the auction. Buyer is aware and acknowledges that the funds are non-refundable.

3. **Acceptance of Vessel.** To the fullest extent permitted by applicable law, Buyer accepts the Vessel and the Inventory in its "AS IS, WHERE IS, WITH ALL FAULTS" condition at the time of Closing. Buyer acknowledges that it has had the opportunity to conduct all due diligence and investigation of the Vessel (including but not limited to title, survey, seaworthiness, and physical condition) that Buyer desires prior to signing the Agreement. Buyer acknowledges that this transaction is not subject to any financing contingency or any other contingency, survey or inspection rights and that Buyer waives all right to rescind or cancel the Agreement to the fullest extent allowed under applicable law.

4. **Closing**. The final Closing will occur no later than 30 calendar days after the auction is completed (the "**Closing**"), unless agreed to in writing by both Seller and Buyer. (a) **Delivery Location**. Unless otherwise agreed, the delivery of the Yacht to Buyer will be at its current stated location at time of Closing. (b) **Possession**. The Yacht shall be, and remain, in

the possession of the Seller until Closing. Pending completion of the sale, the Seller shall hold and maintain in full force and effect all insurance policies or proceeds thereof relating to the Yacht in trust for the parties as their interest may appear. (c) **Closing Costs**. The Buyer shall pay all Closing costs and taxes related to its purchase of the Yacht including, but not limited to, all sales and use taxes and any VAT or similar tax related to the payment of the Buyer's Premium.

5. **Brokers**. The parties acknowledge that the Listing Broker and Selling Broker are the only brokers that procured this PSA. If the Listing Broker and the Selling Broker are the same brokerage, the parties' consent to Broker acting as a dual agent in this transaction, i.e., representing both Buyer and Seller. If the Listing Broker and the Selling Broker are different, the Listing Broker will represent Seller only and owe no duties, fiduciary or otherwise, to Buyer, and the Selling Broker will represent Buyer only and owe no duties, fiduciary or otherwise, to Seller (though paid by Seller). The Brokers are obligated to perform only the duties expressly set forth herein and no implied duties or obligations may be read into this PSA. Seller shall be solely responsible for payment of commission due to the Brokers in connection with the sale of the Vessel as set forth herein. Each party represents and warrants to the other that he has not employed or dealt with any other broker, agent or finder in carrying out the negotiations relating to the sale of the Vessel to Buyer and acknowledges that the Brokers are third-party beneficiaries to this PSA.

6. **Seller's Representations; Requirements for Closing**. Buyer and Seller agree to execute all documents considered necessary to convey the interest in the Yacht from the Seller to the Buyer or its assigns. Seller represents and warrants that it will transfer to Buyer good and marketable title to the Vessel, free and clear of all debts, claims, maritime or common law liens, security interests, encumbrances, excise taxes, and any other applicable taxes, customs' duties, or tariffs due to any state, country, regulatory and/or taxing authority of any kind whatsoever (collectively, "Encumbrances"). Not less than two (2) business days before Closing, Seller shall deliver to Buyer (a) satisfactory evidence of title, (b) proof of payment or removal of all Encumbrances, (c) a guaranty and indemnification from Seller guaranteeing Seller's representations and warranties in this Paragraph 6, (d) if Seller is a legal entity, a personal guaranty and indemnification from Seller's beneficial owner(s) guaranteeing Seller's representations and warranties in this Paragraph 6, and (e) copies of any other documents necessary for transfer of good and marketable title to Buyer. Seller shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale required from any governing authority. Any party which is a legal entity will provide to the other prior to Closing (i) proof that it is in good standing under the laws of the State or other jurisdiction under which the entity has been formed, (ii) a consent action or resolution demonstrating the entity's duly authorized decision to purchase or sell the Vessel as well as the authority of the individual delivering or accepting the Vessel and/or executing this PSA and/or purchase and sales documents, (iii) a power of attorney demonstrating the authority of the individual delivering or accepting the Vessel and (iv) as to Seller, its wire transfer information.

7. **Risk of Loss; *Force Majeure***. Seller will bear the risk of loss of or damage to the Vessel prior to Closing. If the Vessel is damaged subsequent to Buyer's acceptance and the necessary repairs will cost less than five percent (5%) of the Purchase Price and require fewer than 30 days to complete, then (a) Seller must repair the damage prior to Closing in accordance with sound marine practices to the standard of the Vessel immediately prior to the damage and Buyer may inspect such repair, (b) Buyer must pay the Balance and take delivery of the Vessel as repaired, and (c) the Closing Date will be extended by the length of the repair period. If the Vessel is damaged to a greater extent subsequent to Buyer's acceptance, either party may terminate this PSA with the same consequences as if Buyer had rejected the Vessel. Either party's obligation to perform will be suspended to the extent required to accommodate unforeseeable events beyond that party's reasonable control (*"Force Majeure Events*"), including, without limitation, acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, fire, communication line failures, computer viruses, power failures, accidents, tropical storms, hurricanes, earthquakes, or other natural disasters. If a *Force Majeure Event* occurs, the time periods referred to in this PSA, including, without limitation, the Closing Date, will be deemed extended by the time necessary to permit the affected party to perform in accordance with this PSA; provided, however, if the *Force Majeure Event* delays the Closing Date for a period of at more than 30 days, either party may terminate this PSA with the same consequences as if Buyer had rejected the Vessel.

8. **Default**. Notwithstanding anything herein to the contrary, if Closing is not consummated due to Buyer's non-performance, including, without limitation, failure to pay the Balance or execute all documents necessary for completion of the purchase by the Closing Date: (i) the Deposit shall be retained by (or if the Deposit was not paid, Buyer shall pay a like amount to) Seller, Listing Broker, and Boathouse as liquidated and agreed damages, as consideration for the execution of this PSA, in full settlement of all claims between the parties, (ii) the Selling Broker shall return to Buyer any

other funds received from Buyer, and (iii) the parties will be relieved of all obligations under this PSA. Buyer and Seller agree that the Deposit will be applied first to payment of any unpaid costs or expenses that Buyer or Broker incurred against the Vessel and then divided thirty-three and a third percent (33.3%) to the Seller, thirty-three and a third percent (33.3%) to the Listing Broker, and thirty-three and a third percent (33.3%) to Boathouse. Buyer shall be responsible for the payment of any remaining Buyer's Premium to Boathouse. If the Closing is not consummated due to Seller's non-performance, the Deposit, and any other money paid or deposited by Buyer, pursuant to this PSA will be returned to Buyer upon demand or Buyer will have the right of specific performance. Seller agrees that specific performance is reasonable in light of the uniqueness of the Vessel, difficulty of proof of loss, and the inconvenience or impossibility of otherwise obtaining an adequate remedy. On Seller's default, Seller shall forthwith pay the Listing and Selling Brokers the same commission otherwise payable had the transaction closed.

9. **Sales and Use Taxes**. Sales or use taxes payable on Buyer's purchase of the Vessel, if applicable, are Buyer's responsibility, and Buyer shall pay the taxes due at Closing. Buyer hereby indemnifies and holds harmless Seller and the Brokers against and from any sales or use taxes for which Buyer is responsible.

10. **REPRESENTATIONS AND WARRANTIES**. SELLER AND THE BROKERS BELIEVE THAT ANY INFORMATION ANY OF THEM HAS PROVIDED ON THE VESSEL IS GOOD AND CORRECT AND OFFER THE INFORMATION IN GOOD FAITH, BUT DO NOT AND CANNOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. BUYER WARRANTS AND REPRESENTS, AS OF THE TIME OF CLOSING, THAT IT (A) WILL HAVE FULLY INSPECTED THE VESSEL AND (B) IS NOT RELYING ON ANY ADVERTISEMENTS, PROMISES, DESCRIPTIONS, AFFIRMATIONS, OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, PRIOR TO OR CONTEMPORANEOUS WITH THIS PSA) PROVIDED BY THE SELLER OR BROKERS. UPON CLOSING, BUYER WILL BE DEEMED TO HAVE ACCEPTED THE VESSEL IN ITS ***"AS IS"*** CONDITION. SELLER AND THE BROKERS HAVE GIVEN NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND MAKE NO REPRESENTATION AS TO THE CONDITION OF THE VESSEL, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, ***ALL OF WHICH ARE DISCLAIMED*.**

11. **Financing**. All auctions are a cash transaction with no contingencies whatsoever, including, but not limited to, financing or due diligence. The Buyer may ultimately finance a portion of the Purchase Price, but the Buyer's obligation to proceed with the purchase is not contingent upon the buyer obtaining financing. If the Buyer is unsuccessful in obtaining financing and is unable to close within the required time period, the Buyer will be deemed in default.

12. **Counterparts**. The parties may sign this PSA in any number of identical counterparts, each of which will be deemed an original (including signatures evidenced via facsimile, email or other electronic means) as if the signatures were upon the same instrument.

13. **Escrowed Funds**. The parties acknowledge that (a) the Listing Broker or Selling Broker will not be responsible for the Deposit until the funds have cleared into the Listing Broker's or Selling Broker's account, (b) the Listing Broker or Selling Broker shall hold the Deposit in escrow once the funds have cleared and any other funds received by either Broker from any party will be held in trust for that party, (c) the Listing Broker or Selling Broker may retain the commission due the Brokers prior to disbursement of the Deposit or Balance to Seller, and (d) in any dispute involving any funds held by the Brokers, Buyer and Seller will indemnify the Brokers for legal fees and costs relating in any way to the dispute, including those incurred in any appeals (which obligation is secured by a lien on the escrowed funds) and those relating to a claim for a commission, except as to a Broker found, in a final non-appealable judgment, to have engaged in willful misconduct or acted with gross negligence.

14. **Miscellaneous**. This PSA, including its exhibits and schedules, is the ***entire agreement*** between the parties pertaining to the subject matter hereof and ***supersedes*** all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings pertaining thereto, be they in writing, oral, or otherwise. If a Broker becomes a party to any litigation involving this PSA, the Broker shall be reimbursed for their costs and attorney's fees, at all pretrial, trial and appellate levels, by the party or parties found to have breached this PSA. In the event of any dispute between the parties hereto arising out of the subject matter of this PSA, the prevailing party (including the Brokers) shall be entitled to recover reasonable expenses, attorney's fees and costs for all pretrial, trial and appellate proceedings. If any term, condition, or provision of this PSA is held to be unenforceable for any reason, it shall be interpreted to achieve the intent of the parties to this PSA to the extent possible rather than avoided. In any event, all other terms, conditions and provisions of this PSA shall be deemed valid and enforceable. There are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This PSA may not be amended or modified, except in writing

signed by Buyer and Seller. Notice and delivery given by or to the attorney or Broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by personal delivery, overnight courier, facsimile, email, or other electronic means, and shall be effective upon delivery with proof of delivery retained. Buyer may assign this PSA to any member(s) of Buyer's immediate family or any entity owned or controlled by Buyer and/or any member(s) of his immediate family. Otherwise, neither party may assign this PSA without the other party's consent, which consent shall not be unreasonably withheld. No claim or right arising out of this PSA can be waived or discharged by one party, in whole or in part, unless in writing, nor shall any waiver be applicable except in the specific instance for which it is given. Paragraph headings are informational and included only for convenience.

15. **Governing Law and Dispute Resolution**. **This PSA shall be governed by the laws of the State of Florida.** Any dispute involving this Agreement shall be referred to a binding arbitration before the Miami Maritime Arbitration Council (***"MMAC"***), which proceeding shall be conducted in Fort Lauderdale, Florida, unless otherwise agreed and shall constitute the sole and exclusive forum for the resolution and settlement of any dispute between any parties. The arbitration proceeding shall be conducted in accordance with the Commercial Rules and Procedures of the MMAC. If the amount in controversy, including counterclaims, is not more than USD $1,000,000.00, the parties shall jointly select a single arbitrator from the list of arbitrators maintained by MMAC within twenty (20) days of the giving of notice of arbitration. If the parties are unable to agree upon the arbitrator, the MMAC shall have the power to make the appointment of the single arbitrator. If the amount in controversy is greater, the parties shall each appoint one arbitrator and the two arbitrators will jointly appoint a third arbitrator. If they cannot agree on the third arbitrator within 14 days, either party may request that the MMAC appoint the third arbitrator from the list of arbitrators maintained by the MMAC. The decision of the single arbitrator, or if a three arbitrator panel, any two of them will be final and binding on the parties. An action may be brought in any court of competent jurisdiction to enforce any arbitral award or compel arbitration. The parties irrevocably submit to the exclusive jurisdiction of such court or arbitral forum, waive any objection they now or hereafter may have to venue or convenience of forum, agree that all claims relating to the proceeding will be decided only in such court or arbitral forum and, further, not to bring any claim relating to this Agreement in any other court or arbitral forum. ***The parties, having had the opportunity to seek legal counsel, waive trial by jury for claims arising under this Agreement, whether against each other or any Broker*****.**