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2012-09-28 18:13:26 (GMT)

[Redacted]

Offer to Purchase

Weekend'R Yachts

Ken Kloeber

NY / Great Lakes
P.O. Box 140
Boston, NY 14025

The Carolinas
221 So. Lafayette St.
Suite 15
Shelby, NC 28150

Ken@WeekendRYachts.com • KWKloeber@aol.com • direct voice 716-864-0012 • direct fax 775-860-3804

Yacht description:

Designer/Builder: Mainship Year Built: 2007/2008
Model/Description: 34' Hardtop Sedan h/n: [Redacted] Lying: Lewisville Lake, Dallas TX

I, the BUYER offer to purchase the above-described vessel, complete with all equipment and inventories where-is and as-is presently lying, subject to the following conditions: I am not relying on representations by BROKER, and I have or will personally inspect vessel to determine its current condition. I understand that no promises or warranties have been implied or expressed by BROKER unless contained herein. SELLER warrants that said yacht will be free of all liens, and that a survey of the vessel would find it to be seaworthy at the time of completion of the sale. BUYER authorizes BUYER'S surveyor to provide a copy of the survey to BROKER and SELLER.

Buyer: [Redacted] Offer: \$ 167,000.00

Written amount: ONE HUNDRED SIXTY SEVEN THOUSAND

Down payment of \$ 16,700.00 (10% of offer) will be held in Weekend'R escrow account until all the terms of this offer are fulfilled completely or will be returned to the BUYER if this agreement is voided by BUYER under the contingencies below.

Balance of sale price due to SELLER in ~~Cash~~ BY WIRE TRANSFER (HE) at closing.

Date of Closing: to be on or about 30 days from acceptance of offer

Contingencies Regarding Offer to Purchase:

1. BUYER may withdraw this offer at any time prior to the SELLER accepting it.
2. Equitable title and responsibility of the vessel stays with the SELLER until closing, and SELLER agrees to maintain insurance and pay slip/mooring and other normal and customary fees until closing.
3. The vessel shall be sold with the equipment on board as listed and shown, except for personal items.
4. This offer may be voided by the BUYER upon an unsatisfactory personal inspection or sea trial of the vessel.
5. This offer may be voided by the Buyer upon an unacceptable marine survey of the vessel, within 30 days of the seller accepting this offer.
6. BUYER may waive a survey in lieu of a detailed personal inspection of the vessel, without or accompanied by or performed by marine mechanic, including such items as engine, deck, hull, interior features, electricals and (if so equipped) electronics, generator, and other equipment, including (if desired) fluid analyses and compression tests by a certified marine diesel mechanic.

No other modifications or local customs will modify this agreement unless in writing and acknowledged by the parties to this agreement except as provided in writing and agreed to by both SELLER and BUYER.

Signature of Buyer: [Redacted]

Dated: 9/27/2012

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2012-09-28 18:13:25 (GMT)

[Redacted]

Acceptance Of Offer

Weekend'R Yachts

Ken Kloeber

NY / Great Lakes
P.O. Box 140
Boston, NY 14025

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221 So. Lafayette St.
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Shelby, NC 28150

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Yacht description:

Designer/Builder: Mainship Year Built: 2007/2008
Model/Description: 34' Hardtop Sedan h/n [Redacted] Lying: Lewisville Lake, Dallas TX

I, the SELLER, am the legal owner of the above-described vessel, agree to sell the vessel to the BUYER, [Redacted] complete with all equipment and inventories where-is and as-is presently lying, subject to the forgoing conditions and contingencies stated on the Offer to Purchase.

SELLER warrants that said yacht will be free of all liens, and that a survey of the vessel would find it to be seaworthy at the time of completion of the sale.

Once signed, this document together with the Offer to Purchase become an enforceable contract between the BUYER and SELLER.

Owner signature: [Handwritten Signature]

Dated: 9/29/2012

Printed: [Redacted]

Address: [Redacted] DALLAS, TEXAS 75244

Marina or other location of vessel
(to make arrangement for hauling and transportation):