

**Terms – Yacht/Boat Auction –Saturday, March 26th, 2005 - Addendum “A”
11:00 A.M. Preview & Registration / 2:00 P.M. Auction**

“THANK YOU for coming. We hope you make a good buy. If you’ve never been to an auction before....relax. We will make everything easy and clear to you throughout the auction. Auctions are the modern, simple way to easily purchase property/yachts.”

READ THESE TERMS AND CONDITIONS BEFORE YOU BID. THERE IS A 10% BUYERS PREMIUM. THIS MEANS THAT YOUR CONTRACT PURCHASE PRICE WILL BE THE AMOUNT YOU BID PLUS 10%. (9,5% BUYER PREMIUM IF FULLY REGISTERED, INCLUDING RECEIPT OF THE HEREIN MENTION DEPOSIT, PRIOR TO 5:00 PM MARCH 22, 2005.) ALL BIDDERS MUST BE REGISTERED INCLUDING THE HEREIN MENTIONED DEPOSIT.

1. Deposit today may be by certified or cashiers check in the amount of \$15,000 to East West Yachts Trust account. Closing will on or before April 1, 2005 in the offices of East West Yachts, 3 Avenue A, Ft. Pierce, FL 34950. Time is of the essence. THE BUYER WILL BE ENTIRELY RESPONSIBLE FOR HIS/ HER OWN FINANCIAL ARRANGEMENTS. THIS SALE IS NOT CONTINGENT ON BUYER’S ABILITY TO OBTAIN FINANCING. SURVEY INFORMATION IS AVAILABLE UPON REQUEST. The closing will take place on or before the date specified in the contract. The buyer(s) understands if he/she does not close on the date specified he/she understands and agrees that he/she will forfeit his/her deposit. The Seller will, at closing, furnish pertinent documents necessary to close the sale. Yachts/Boats are being sold “AS IS, “WHERE IS”. BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION AND JUDGEMENT, specifically including inspection of yachts/boats, general condition, correct size, records, and all other. Auctioneer strongly urges each Bidder to become highly familiar with warranties, if any, express or implied, as made regardless of any statements. We urge the bidder

caution and highlight the disclaimers because we wish no misrepresentation. The purchase contract is posted prior to the auction's commencement. Please read it.

2. BIDDING TODAY:

- a) **It will be FAST!** This is a professional auction; therefore you must bid quickly! The Auctioneer cannot wait. And he will not warn you when he's going to say SOLD! ("Now going once...going twice.." etc.) Many excellent buys have been missed because the Bidder thought he would wait "just a few seconds more... to see what happens"
- b) Bidding in ADVANCE: Some Bidders prefer to bid privately and turn in bids PRIOR to the auction. You may do this by seeing the Auctioneer.
- c) Bidding for OTHERS: Some of you may be under instruction from a second party. This is quite common and is permissible, as we look to each Bidder to know authority and to assure closing.
- d) **Bidding STRAGETY: Some experienced, professional auction buyers elect to raise their own bids to strengthen their bidding position against their opponent.** This will be permissible at today's auction.

- 3. Once a bid is given, it is firm, and may not be withdrawn unless specifically released, in writing, by the Seller and Auctioneer. Neither the purchase agreement, nor these terms, shall be subject to alteration or negotiation. **Please note that our auctions are fully recorded for a clear, permanent record.** This is for everyone's benefit.
- 4. The "Auction Language:" At a professional auction, it is not necessary that you totally understand the Auctioneer's "Chant." It's only important that you understand the NUMBER he's asking for. That number will be made clear to you.

- 5. When you become the winning Bidder at an auction, you have effected a LEGALLY BINDING CONTRACT.** Should the Bidder, for any reason, attempt to evade completing his written purchase agreement and tendering his 10% deposit **immediately**, Seller and/or Auctioneer shall proceed at law against him. **Should any Winning Bidder's check be unavailable for immediate honoring (for ANY reason, including stop payment of order) or bidder fails to close timely, mutuality is waived and Seller and/ or Auctioneer may immediately resell the property without obligation to the original Buyer, and Seller and/ or Auctioneer may proceed at law enforce all further rights.** By acceptance of these terms – any stop payment order - shall additionally be construed to mean that the buyer refused to honor his commitment. If legal action is instigated by any party to enforce any rights or to collect any sum, Bidder waives venue and agrees that such action shall be brought in Palm Beach County, Florida. Non-Prevailing party shall pay all costs and expenses of such action, including reasonable attorney's fees and appeal's cost. **The Auctioneer is an agent only, has received all information from the Seller, and shall not be responsible for acts, damages or representations of the Seller, Bidders, cooperating Brokers, or others.** This auction has been ordered by and is being conducted under the specific direction and supervision of the Seller.
- 6. BIDDING DISPUTES: Even though Auctioneer has said SOLD – for Bidder fairness, he may re-open the bidding at his discretion.** In any records, or BID AMOUNT DISPUTE, observations of our Floor People and/or Auctioneer shall prevail. Final authority over any matter, at the auction, or later, shall be resolved by the Auctioneer and his decision will be final. Auctioneer reserves the right: (a) **to accept bids in any increment he feels is in the best interest of his client, the Seller,** or (b) to reject the bidding of - or drop from his mailing list – anyone whose conduct, or actions, or other Bidders, or any person who attempts to bid “in concert” with others.

7. For this auction, cooperating brokers shall not be recognized and/or entitled to any part(s) of any fees for the sale of yachts/boats received by Auctioneer or East West Yachts. No exceptions to this procedure shall be accepted.
8. The Auctioneer is an AGENT ONLY, and shall not be liable for errors, title problems, or omissions and shall not be responsible for acts, damages or representations of the Seller or Bidders and shall specifically be held harmless from any accident, damage or loss of any kind whatever relating to the auction, including inspection. Each yacht/boat may differ regarding type of auction and terms. It is the bidder sole responsibility to make sure he/she is aware of the type of auction and terms on each yachts/boats auctioned today.
9. **All announcements from the Auction Block may supersede ALL written or verbal statements, except that, specifically, all disclaimer and conditions in Paragraphs “1,” ”2,” “7,” and “9” shall at all times, prevail regardless of ANY statement or inference. Either, registration, remaining presence, or bidding shall reflect absolute and total concurrence to all the terms herein.**

This Auction is being conducted by The Auction Company & Associates, Inc. in cooperation with East West Yachts.