

YACHT PURCHASE & SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “Agreement”) dated and effective as of the last date a signature is affixed to this document (the “Effective Date”) is by and between _____, a _____ resident, (“Buyer”), and the United States Marshals Service (“Seller”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, on May 17, 2024 an Opinion And Order Granting In Part Government’s Motion For Interlocutory Sale Of Vessel Subject To Forfeiture And Setting Sale Conditions was issued, a copy of which is attached hereto, resulting in Seller’s authority to sell a 2022 40-foot Schaefer 400 Sport vessel, bearing hull number SHF40119H122 and Florida Title No. 146978808 (the “Yacht”); and

WHEREAS, Seller is conducting an auction for the sale of the Yacht (the “Auction”) to determine the winning bid amount, as applicable; and

WHEREAS, Buyer has placed a bid in connection with the Auction (the “Official Bid”); and

WHEREAS, Buyer has remitted a good faith deposit, in advance of the Auction closing, in connection with the issuance of required credentials necessary for Buyer to place Auction bid(s) (the “Bid Deposit”); and

WHEREAS, G. Robert Toney and Associates Inc. dba National Liquidators, a Florida entity (“National”), has been designated by Seller to conduct the Auction, collect the Bid Deposit and other funds from Buyer on behalf of Seller; and

WHEREAS, the Parties wish to enter into this Agreement to establish the terms of the sale of the Yacht to Buyer, should Buyer be named the Auction’s winning bidder.

NOW, THEREFORE, for the consideration and pursuant to the mutual covenants hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

BID DEPOSIT, PURCHASE PRICE AND REQUIRED DEPOSITS

The purchase price equals Buyers final bid amount, as approved by Seller.

Seller shall notify Buyer, in writing, if Buyer is determined by Seller, at its sole discretion, to be the Auction’s winning bidder (the “Notification”). Notification shall occur after the court’s confirmation of sale.

No later than 5 business days after receipt of Notification, Buyer shall deliver the remainder of unpaid purchase price (the purchase price less Bid Deposit) to Seller (the “Remaining Funds”).

The Bid Deposit and Remaining Funds described herein shall be remitted by wire transfer as follows:

Paradise Bank
2420 North Federal Highway
Boca Raton, Florida, USA 33431
ABA Number 067015795

For further credit to
National Liquidators Escrow
5401 North Marginal Road
Cleveland, Ohio 44114
Account Number 22101XXXX
Call +1 (216) 539-2145 for last 4 digits

Buyer’s failure to remit Remaining Funds, as described herein, will result in Buyer’s forfeiture of Bid Deposit.

CLOSING

The closing shall occur within one business day of Buyer's remittance of Remaining Funds.
At the time of closing, Buyer shall take possession of the Yacht at Dania, Florida.

BUYER ACKNOWLEDGEMENTS & DELIVERABLES

Buyer accepts vessel as is, where is, as defined herein.
Buyer shall pay all sales or use taxes owed resulting from the transaction contemplated herein.
Buyer is responsible for all costs associated with the Yacht upon taking delivery of the Yacht.
Buyer is not a prohibited party, as defined herein.
Buyer shall comply with prohibited party guidelines, as defined herein.

SELLER DELIVERABLES

Seller shall deliver to Buyer an executed United States Coast Guard Bill of Sale Form CG-1356 at closing.

AS IS, WHERE IS

Yacht is sold with no warranty or guarantee whatsoever and is sold exactly as it appears at auction/sale. Yacht is sold based on its appearance only. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the Yacht as found and must remove it from the point of sale.

PROHIBITED PARTIES

USMS Policy Directive 13.7, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property:

- a. U.S. Department of Justice employees, including U.S. Marshals Service employees, except as further restricted below;
- b. U.S. Marshals Service employees directly involved with the Asset Forfeiture Program, and their immediate family members;
- c. Contractors, sub-contractors and the employees of contractors and sub-contractors of the Asset Forfeiture Division and their immediate family members, U.S. Marshals Service, who provide contract/management services for personal and real properties and complex assets, including, but not limited to, any person who has received compensation, directly or indirectly, from the Government in connection with the custody, management, and care of the assets;
- d. Defendants in a Criminal Case - Titles 18.U.S.C. Section 1963(f) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibits the United States Government from reverting to a defendant or any defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841 et.seq;
- e. As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC);
- f. Other Third Parties: Any person, in the reasonable judgment of the USMS, in consultation with the United States Attorney's Office or the Money Laundering and Asset Recovery Section, as appropriate, who may have received, from a prohibited purchaser, material, non-public, information, about the property to be sold, or whose purchase may give rise to the appearance of impropriety; and

- g. Anyone acting in concert with or on behalf of any of the above persons.

Buyer shall also represent at closing:

- a. Buyer warrants that he/she is not: (a) an employee of the USDOJ; (b) an employee of any Federal, State, or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the USDOJ's Asset Forfeiture Program; (d) an agent or member of the immediate family/household of any employee described in (b), (d), or (e) above; or
- b. If Buyer is an employee of the USDOJ, that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104(a).

OTHER CONTRACT TERMS

Time is of the essence as to the Parties' obligations herein.

In determining business days herein, the Parties shall consider US Federal holidays only.

Seller has the right to cancel the Yacht's sale at any time, provided this is done in good faith.

In the event of any dispute between the Buyer and the Seller, National shall act as a fiduciary agent only and all funds held by the National shall be retained in its custody until the dispute is resolved or National is directed by the parties jointly (in writing), or court order, to disburse the funds. National shall be entitled to payment of its attorney's fees and costs by the non-prevailing Party in any legal proceeding in which National is involved.

Buyer shall have the option to assign its rights under this Agreement to a special purpose entity, provided Buyer is the ultimate beneficial owner of the entity, Buyer remains liable under this Agreement, and the assignee is not otherwise prohibited by law or USMS policy from buying the Yacht.

Seller makes no representations to Buyer regarding the Yacht other than those contained herein.

The enforcement, interpretation, and construction of this Agreement, and all matters relating hereto, will be governed by United States federal law, and in the event that United States federal law is silent or inapplicable, and as federal law permits, the laws of the State of Florida will apply, without giving effect to the conflict of laws principles thereof. Seller's waiver of sovereign immunity shall be governed by the Tucker Act and the Federal Tort Claims Act. Any dispute arising out of or in connection with, or concerning the carrying into effect of, or the enforcement of, this Agreement, including non-contractual disputes or claims, shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of Florida, and the Parties hereby submit to the exclusive jurisdiction of that court for these purposes.

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereunder and supersedes all prior arrangements or understandings with respect thereto, written or oral. Further, this Agreement is not binding until signed by all Parties.

This Agreement shall be binding upon Buyer's heirs and successors.

Buyer hereby releases the Seller and all its agencies and contractors and agrees to hold them harmless against all claims and losses associated with the Yacht.

Buyer waives all remedies in equity but shall retain all remedies at law which are allowed by United States law.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. This Agreement may be signed and/or exchanged electronically and digital copies shall be treated as originals.

The Parties agree that notices can be sent to each other by email, as follows:

TO SELLER

RobertM@NatLiq.com

with a copy to Christine.Vo-Barnert@usdoj.gov

TO BUYER

SIGNATURES

The Parties may sign this Agreement in counterparts, in original or facsimile form. The Parties have read, understand, approve, and accept the foregoing terms and conditions and have fixed their respective signatures hereto.

BUYER

By: _____

Witness: _____

Print Name & Title

Print Name

Date

Date

SELLER

By: _____

Witness: _____

Print Name & Title

Print Name

Date

Date

**OPINION AND ORDER GRANTING IN PART GOVERNMENT'S MOTION FOR
INTERLOCUTORY SALE OF VESSEL SUBJECT TO FORFEITURE AND SETTING SALE
CONDITIONS FOLLOWS**

SECTION I: ASSET AND SALE INFORMATION	
1. Contractor/Listing Agent Name: National Maritime Services	2. Phone: 954-990-1290
3. Auction/Sale/Real Property Contract Date:	4. Auction/Sale Location: Broward County
5. Asset Identification Number/Item Number: 23-FBI-006850	6. Sale Price:
<input checked="" type="checkbox"/> Personal Property Identification Number: (VIN, HIN, Tail No., Serial No.) SHF40119H122 Asset Description: 2022 Schaefer 400 Sport	
<input type="checkbox"/> Real Property Address: _____ Parcel No.: _____	
<input type="checkbox"/> Complex Asset Item/Asset Information: _____	
SECTION II: "AS IS, WHERE IS" DISCLAIMER AND PROHIBITED PARTIES STATEMENT	
<p><i>All Property is Subject to - "As Is, Where Is" Disclaimer:</i> All property items will be sold with no warranty or guarantee whatsoever. All items are to be purchased exactly as they appear at auction/sale. They will be sold based on their appearance only. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the property as found and must remove it from the point of sale.</p> <p><i>All Buyers Must Read and Acknowledge - Prohibited Parties Statement:</i> USMS Policy Directive 13.7, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property:</p> <ol style="list-style-type: none"> a. U.S. Department of Justice employees, including U.S. Marshals Service employees, except as further restricted below; b. U.S. Marshals Service employees directly involved with the Asset Forfeiture Program, and their immediate family members; c. Contractors, sub-contractors and the employees of contractors and sub-contractors of the Asset Forfeiture Division and their immediate family members, U.S. Marshals Service, who provide contract/management services for personal and real properties and complex assets, including, but not limited to, any person who has received compensation, directly or indirectly, from the Government in connection with the custody, management, and care of the assets; d. Defendants in a Criminal Case - Titles 18.U.S.C. Section 1963(f) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibits the United States Government from reverting to a defendant or any defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841 et.seq; e. As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC); f. Other Third Parties: Any person, in the reasonable judgment of the USMS, in consultation with the United States Attorney's Office or the Money Laundering and Asset Recovery Section, as appropriate, who may have received, from a prohibited purchaser, material, non-public, information, about the property to be sold, or whose purchase may give rise to the appearance of impropriety; and g. Anyone acting in concert with or on behalf of any of the above persons. <p>In order to make an offer to purchase property subject to this sale, the offeror shall check one of the following boxes:</p>	
<input type="checkbox"/> The offeror warrants that he/she is not: (a) an employee of the USDOJ; (b) an employee of any Federal, State, or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the USDOJ's Asset Forfeiture Program; (d) an agent or member of the immediate family/household of any employee described in (b), (d), or (e) above.	
<input type="checkbox"/> Any offeror who is an employee of the USDOJ warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104(a).	

SECTION III: JUDICIAL FORFEITURE ACTIONS

Criminal Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

Title 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 U.S.C. Section 1962 nor 21 U.S.C. Section 841 et seq., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a criminal records check may be made with the investigative agencies and the United States Attorney's Office involved in the prosecution of the said case to confirm your submitted certification. In that case, you will be required to submit your Social Security Number (SSN) and other personal information. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

United States of America vs. _____

Name of Defendant(s): _____

I hereby certify that I am not acting and will not act in concert with or on behalf of the defendant(s) in the criminal forfeiture of this property.

Civil Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).

Person(s) property seized from: _____

Former Owner(s): _____

I hereby certify that I am **NOT** the person whose conduct gave rise to the civil forfeiture of this property nor am I acting in concert with or on behalf of such person(s).

I hereby certify that I **AM** the person whose conduct gave rise to the civil forfeiture or am I acting in concert with or on behalf of such person (s). However, the prohibition against such purchase has been lifted in accordance with USMS policy. **(Attach approval)**

I understand that any falsification of this statement is punishable under provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000.00 and imprisonment of not more than five years.

SECTION IV: BUYER'S CERTIFICATION

I have read the entire contents of this agreement, and hereby acknowledge my agreement with the contents of this document.

Buyer Information

Printed Full Name: _____

Complete Address: _____

_____ Address _____ Unit

_____ City _____ State _____ ZIP Code

Country: _____

Phone Number: _____

Signature Date of Signature

Co-Buyer Information

Printed Full Name: _____

Complete Address: _____

_____ Address _____ Unit

_____ City _____ State _____ ZIP Code

Country: _____

Phone Number: _____

Signature Date of Signature

Instructions to Complete This Form

This form is to be signed by any and all persons who purchase any seized and/or forfeited property from the United States Marshals Service. This is a Special Term and Condition and is a requirement of all property sales. Ensure this document is signed and executed at time of disposal with a copy placed in the case file.

1. Complete all fields. Type or print legibly in blue or black ink. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A").
2. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, USMS may modify the form consistent with your intent.
3. You must use U.S. Postal Service 2-letter state abbreviations when you fill out this form. Do not abbreviate the names of cities or foreign countries.
4. All telephone numbers must include area codes.
5. All dates provided on this form must be in Month/Day/Year (mm/dd/yy) or Month/Year (mm/yy) format. Use numbers 1-12 to indicate months. For example, May 27, 2012 should be shown as 5/27/12.
6. **Immediate Family Members:** Are any of the following relatives (whether related by blood, law, or marriage) of the prohibited purchaser: their spouse, grandparent, parent, aunt, uncle, sibling, cousin, niece, nephew, child, or grandchild. Any person residing in the same household as or financially supported by, the prohibited purchaser from the date of forfeiture, whether or not related by blood, law, or marriage, shall be treated as an immediate family member for purposes of this policy.
7. Where applicable, the following parties must complete the following sections of this form:

Forfeiture Type	USMS personnel	Buyer/Co-Buyer
Administrative Forfeitures	Section I	Sections II and IV
Civil and Criminal Forfeitures	Sections I and III	Sections II, III, and IV

Purpose of This Form

The primary use of the information on this form is for review by officials of the Department of Justice to determine compliance with applicable federal prohibitions under 18 U.S.C. § 1963(g) and 21 U.S.C. § 853(h) of the Comprehensive Crime Control Act of 1984, which prohibit the United States from reverting forfeited property to defendant(s) convicted of violations under 18 U.S.C. § 1962 and/or 21 U.S.C. § 841 et seq., or any person acting in concert with or on behalf of such defendant(s).

Authority to Request This Information

The collection of this information is authorized by 28 U.S.C. § 524 and 44 U.S.C. § 3101.

Privacy Act of 1974 Compliance Information

Solicitation of information contained herein is authorized by Executive Order 10450 and may be used as a basis for eligibility determinations. The USMS describes how your information will be maintained in the Privacy Act system of record notice published in the Federal Register at 73 FR 35690 on June 24, 2008. Your social security number is being requested pursuant to Executive Order 9397. Disclosure of the information by you is voluntary. Information may be transferred as a routine use to appropriate Federal, state, local, or foreign agencies when relevant to civil, criminal or regulatory investigation, prosecutions, or pursuant to a request by DHS or such other agency is in connection with the hiring or retention of an employee, the issuance of a license, grant, or other benefit. Information also may be transferred as a routine use to a duly authorized official engaged in an investigation or settlement of a grievance, complaint, or appeal filed by an employee. Failure to provide information requested on this form may result in the government's inability to determine your eligibility for the position applied for or occupied, and may affect your prospects for employment or continued employment under a government contract, or at a Federal facility, or with a government license.

Privacy Act Routine Uses

1. To U.S. Marshals Service personnel when needed for official business including designated analysts and managers for official business;
2. To disclose information to agency staff and administrative offices who may restructure the data for management purposes;
3. In any legal proceeding, where, pertinent, to which the U.S. Marshals Service is a party before a court or administrative body;
4. To the Office of Personnel Management (OPM), the Office of Management and Budget (OMB), or the Government Accountability Office (GAO) when the information is required for program evaluation purposes;
5. To a Member of Congress or staff on behalf of and at the request of the individual who is the subject of the record;
6. To an expert, consultant, or contractor of the U.S. Marshals Service in the performance of a Federal duty to which the information is relevant;
7. To the National Archives and Records Administration (NARA) for records management purposes.