

UNITED STATES MARSHAL'S SALE OF FISHING VESSELS

TERMS AND CONDITIONS OF SALE

VESSELS: F/V William Lee (Official No. 657021)
F/V Grace Ann Marie (Official No. 686466)

LOCATION: Quinn Fisheries, 24 N. Front Street, New Bedford, Massachusetts

DATE/TIME: August 9, 2024 at 1:00 p.m. local time

SELLER: John D. Wickham, Supervisory Deputy U.S. Marshal
Per Order of U.S. District Court, District of Massachusetts
Civil Action No. 24-cv-10441-ADB (Docket No. 21, June 18, 2024)

AUCTIONEER: Aaron Posnik & Co., Inc., 31 Capital Drive, West Springfield,
Massachusetts 01089, info@posnik.com, 1-877-POSNIK-1 (767-6451),
<http://www.posnik.com/>

TERMS OF SALE:

1. The sale shall be conducted by public auction to the highest bidder. Subject to these Terms and Conditions and any additional terms announced at the sale, each Vessel shall be sold individually in separate lots together with their respective engines, tackle, accessories, equipment, rigging, furnishings, freights, appurtenances, and fishing permits.
2. Each Vessel shall each be sold free and clear of all mortgages and claims existing on the date of sale.
3. Purchasers must be U.S. Citizens or otherwise eligible to own a U.S. documented vessel. See 46 U.S.C. §§ 12103 and 31329.
4. The auction shall be a combined in-person and online auction.
 - a. The in-person auction shall take place at Quinn Fisheries, 24 N. Front Street, New Bedford, Massachusetts.
 - b. Simultaneous remote participation will be enabled using the Bidspotter.com platform, which will broadcast the auction live on the

internet, enable real-time interaction between the auction site and remote participants, and allow remote participants to bid against in-person attendees. To participate remotely, participants must register on the BidSpotter.com platform and comply with the procedures set forth on the BidSpotter.com platform.

5. Successful purchasers will be responsible for payment of a Buyer's Premium, which shall be added to the purchase price. The amount of the Buyer's Premium shall be (a) 15% of the successful bid for in-person bidders, or (b) 18% of the successful bid for online bidders.
6. A deposit of \$15,000 is required to qualify to bid the sale. For in-person participants, all deposits must be paid at the time and place of sale in cash or by bank check or certified check drawn upon a member bank of the Federal Reserve System and made payable to the United States Marshals Service. Remote participants may qualify to bid by transmitting a sufficient deposit by wire transfer to the Auctioneer's Office in advance of the sale. If the same party is the successful bidder for both Vessels, a single \$15,000 deposit is sufficient.
7. Upon conclusion of the sale of each Vessel, successful bidders must immediately deposit with the U.S. Marshal Service the sum of Fifteen Thousand Dollars (\$15,000), on the condition that the balance of the bid price (inclusive of the applicable Buyer's Premium) be paid to the Marshal no later than 4:00 p.m. on Monday, August 12, 2024. If the balance is not paid when due, the deposit shall be forfeited and applied to the costs of sale.

8. If any required deposits or balances are not timely paid, the Vessel(s) may, at the discretion of the Marshal, be immediately resold, upon the terms and conditions, without further notice, but such resale shall not release the defaulting purchaser from liability for breach of contract.
9. All payments other than deposits must be paid in cash or by bank check or certified check drawn upon a member bank of the Federal Reserve System and made payable to the United States Marshals Service, and shall be delivered to U.S. Marshal Service, District of Massachusetts, J.J. Moakley United States Courthouse, 1 Courthouse Way, Suite #1-500, Boston, MA 02210-3026 ATTN: John D. Wickham.
10. Inspection of the Vessels is available on Thursday, August 8, 2024 from 10:00 A.M. to 4:00 P.M., on the day of sale between 9:00 A.M. and 1:00 P.M., or by appointment with the Auctioneer's Office. The United States Marshal Service requires that before any person may board a Vessel, that person must execute a hold-harmless agreement in a form to be provided, indemnifying the U.S. Marshal, Substitute Custodian, Auctioneer, and shipyard from any and all claims for injuries or other harms suffered aboard the Vessels, or while boarding or disembarking.
11. Vessels shall be sold in "as is, where is" condition with no warranties. In particular, the seller shall make no warranties concerning the eligibility of the purchaser to obtain issuance, renewal, or reissuance of any fishing permits associated with a Vessel, and the purchaser assumes all risks related thereto.
12. The sale is subject to Court approval in a post-sale confirmation hearing to be held before The Honorable Allison D. Burroughs, United States District Court Judge, in civil action No. 24-cv-10441-ADB, and at time and place to be determined. The hearing may be

conducted remotely via Zoom. In that event, instructions for remote participation will be provided. Questions about the confirmation hearing may be directed to Daniel E.

Burgoyne, Esq., Attorney for Plaintiff, Webster Bank, N.A., at dburgoyne@psh.com or (401) 861-8254.

13. The Marshal shall deliver a bill of sale to the successful purchaser(s) upon receipt of full balance of the purchase price (including the Buyer's Premium) and entry of a court order confirming the sale. If the Court denies confirmation of the sale, or fails to confirm the sale after expiration of sixty (60) days, then upon written notice to the Marshal, the contract of sale shall be immediately cancelled and all deposits and other payments shall be returned to the purchaser.
14. The risk of loss shall pass to the Purchaser upon acceptance of its deposit. In the event of loss or damage to the Vessels (including their respective engines, tackle, accessories, equipment, rigging, furnishings, freights, and appurtenances) by fire or other casualty between the time of sale and delivery of the bill of sale, the Purchaser shall remain obligated to pay the full balance of the purchase price. Accordingly, the Purchaser is advised to obtain any applicable insurance (including but not limited to port risk, hull insurance or other property coverage, bodily injury or other liability coverage, etc.) on the Vessel(s) purchased.
15. Purchaser must take possession of the Vessel(s) by 4:00 p.m. on Friday, August 16, 2024 or, if later, by 4:00 p.m. on the second business day following entry of the Court order confirming the sale of the Vessel(s). Purchaser shall be responsible for all dockage and other custodial costs incurred after said date, and failure to pay such costs may result in a lien on the Vessel(s).

16. Additional terms may be announced at the sale by the Auctioneer or Marshal.

4887-2190-6128.1/005631-0131

Version: July 25, 2024