

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made among Bidder, Boathouse Auctions, Inc., an online yacht auction company incorporated under the laws of the State of Delaware ("Auctioneer"), and Jaffa & Jaffa Limited, trading as Jaffa & Co, a law firm ("Escrow Agent").

WHEREAS, Bidder has expressed a desire to participate in the sale of a yacht by auction, conducted by Auctioneer pursuant to their published Terms of Service, previously provided to Bidder, and its amendments, addendums or assignments, together with its tenders/toys, equipment and inventory (collectively, the "Vessel"); for the purchase and sale of:

Name of Yacht: Cupcake

Make: Westship

Year: 2001

Length: 132'

HIN: WYTWM132J001

Current Berth/Mooring: Ft. Lauderdale, FL

WHEREAS Escrow Agent is willing to act as escrow agent for Auctioneer and Bidder to facilitate this transaction on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Deposit. Bidder shall deposit in escrow with the Escrow Agent, USD \$100,000 (the "Participation Fee"), prior to placing a bid. Escrow Agent shall hold the Escrow Funds until disbursed in accordance with the Sale Terms.
2. Disbursement of Escrow Funds. Should Bidder not be the successful bidder of the sale at auction, the deposit shall be refunded to Bidder by wire transfer within three (3) banking days in the same manner and from the same account received. Alternatively, should Bidder be the successful bidder of the sale by auction of the Vessel, then the deposit shall continue to be held by Escrow Agent pursuant to the Sale Terms.
3. Escrow Service Fee. The successful Bidder understands and agrees to an escrow fee of \$250 to be paid from escrowed funds, or at the time of closing, said fee shall appear on the closing statement for which the Bidder may determine how the escrow fee will be paid therein.
4. Reliance on Documents by Escrow Agent. Escrow Agent may act in reliance upon any electronic agreement, writing, instrument or signature which it, in good faith, believes to be genuine, or assume the validity and accuracy of any statement or assertion contained in such a writing or instrument.
5. Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent may exercise any of its rights, powers, or responsibilities under this Escrow Agreement either directly or by or through its agents or attorneys.

It is understood and agreed that the duties of the Escrow Agent are purely ministerial in nature. It is further agreed that:

- 5.1. The Escrow Agent acts only as a depository and is not a party to or bound by any agreement or undertaking other than the ones described herein unless the agreement is in writing and signed by the Escrow Agent. The parties hereto specifically acknowledge and agree that if the terms and conditions of this Escrow Agreement are in conflict with the terms and conditions of any other agreement between all of the parties, the terms and conditions set forth herein shall prevail.

- 5.2. The Escrow Agent may conclusively rely on and shall be protected in acting on any statement, authorization, notice, request, draft, consent, order, or other document (including email) believed by it to be genuine and to have been signed or given by the proper party. The Escrow Agent shall have no duty or liability to verify any such statement, authorization, notice, request, draft, consent, order, or other document, and its sole responsibility shall be to act only as expressly set forth in this Escrow Agreement. Upon the disbursement of the final payment in accordance with this Escrow Agreement, the Escrow Agent shall have no further responsibility or liability with respect to the final payment so disbursed, and this Escrow Agreement shall terminate. Except in cases of the Escrow Agent's gross negligence or willful misconduct, the Auctioneer and Bidder jointly and severally, hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature which the Escrow Agent may incur or with which it may be threatened by reason of Escrow Agent's actions as escrow agent under this Escrow Agreement. The Escrow Agent shall have not be liable or responsible to any person for any consequential, punitive or special loss or damage (however caused) even if the Escrow Agent is aware of the possibility of such loss or damage except to the extent resulting from the Escrow Agent's gross negligence or willful misconduct.
- 5.3. If any parties, including the Escrow Agent, disagree about the interpretation of this Escrow Agreement, or about the rights and obligations or the propriety of any action contemplated by Escrow Agent under this Escrow Agreement, or if the Escrow Agent receives any conflicting demands or claims regarding any monies, instruments or documents delivered to the Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the controversy.
- 5.4. The Escrow Agent shall not be liable or responsible to any person for any delay or failure by the Escrow Agent's bankers, and of its correspondents or anyone else in receiving or executing any instructions given by the Escrow Agent to them, any error in implementing such instructions or the default of such bankers, any of its correspondents or anyone else.
6. Termination. This Escrow Agreement shall terminate, and Escrow Agent shall be discharged of all responsibility hereunder at such time as Escrow Agent shall have performed its duties in accordance with this Escrow Agreement.
7. Counterparts. This Escrow Agreement may be executed in several counterparts, which, together, shall be considered a single instrument. The successful Bidder agrees to sign a copy of this Escrow Agreement immediately following the conclusion of the auction.