

**PURCHASE AND SALE AGREEMENT
of WestSail *CAPRICA***

This Purchase and Sales Agreement made this _____ day of _____ 2026,
between Edward Hlywa and Karen Hlywa (“Sellers”) and _____ (“Purchasers”).

WHEREAS, the Sellers are the owners of a Westsail sailing vessel, legally documented by the US Coast Guard as ***CAPRICA***, Official Number 585392 with Hull Number WSSK0680177.

WHEREAS, the Sellers wish to SELL and the Purchasers wish to BUY: ***CAPRICA***.

WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledge, Purchaser and Seller agree as follows:

1. The Sellers shall sell and the Purchasers shall buy and accept ***CAPRICA*** for a total price of \$ _____ Dollars. Payment in full shall be made at the time of closing by way of wire transfer, cash or certified check. In this regard, the Sellers acknowledge receipt of earnest money in the form of a check in the amount of One Thousand Dollars (\$1,000.00), which shall be returned to the Purchasers at closing, or included in the sales transaction price.

2. The Purchasers, at their option, may invoke final settlement and closing contingent upon the acceptance of the marine survey of a registered marine surveyor to inspect ***CAPRICA***. This Agreement shall become null and void, unless Purchaser's waver, upon surveyor's report indicating the need to repair and/or replacement of essential structural components, propulsion equipments including sails and motor, or inherent safety equipments, which estimated, based on current market value, material and labor cost, in excessive of One Thousand Dollars (\$1,000.00).

Withing the terms of this Agreement, the Purchasers agrees to pay all costs associated with the survey, including, without limitation, all hauling fees, all storage fees, all slippage fees, and surveyor's cost and charges.

The Purchasers agree to provide to the Sellers, at no cost to the Sellers, a copy of any marine survey they obtain on ***CAPRICA***.

3. The Purchasers agree and acknowledge that ***CAPRICA*** is to be sold and accepted in an “as is” condition, with no warranties or representations with respect to the **PURCHASE AND SALE AGREEMENT of Westsail *CAPRICA*** to the condition of ***CAPRICA***.

4. If there is any loss or damage to ***CAPRICA*** between the date hereof and the date of closing for any reason, including fire, vandalism, act of God, the risk of loss shall be on the Seller. If ***CAPRICA*** is destroyed or substantially damaged before the closing date, this Agreement shall become null and void at Purchaser's option, and earnest money shall be returned to the Purchasers.

5. Upon performance by the Purchasers and within the terms and conditions of this Agreement, the Sellers shall deliver the current Coast Guard Certificate of Documentation **PURCHASE AND SALE AGREEMENT of Westsail *CAPRICA*** on sale of said property to Purchasers at the time of closing. The Sellers shall provide the necessary documents and signatures to effect the transfer of property,

documentation with the US Coast Guard and/or other federal, State or local government agencies. The Purchasers shall not be responsible for any outstanding commitments affecting the rightful ownership and use of **CAPRICA**, including berthing fees, outstanding boatyard work and taxes obligated to the Sellers prior to the time of final settlement. The Purchasers shall satisfy in full any outstanding charges with respect to the survey, including, without limitation, any hauling fees, berthing fees, and fees associated with placing **CAPRICA** back into the water or **CAPRICA** land storage blocking, following the survey or inspection; and to the extent such fees discharges and satisfied in full at the time of settlement and closing. The Purchasers shall tender to the Sellers in addition to the full final purchase price provided herein, all such outstanding fees;

and Sellers shall thereafter assume sole responsibility for the payment of the featherless Purchasers shall also have sole responsibility for all costs associates with the transfer of of the Certificate of Documentation to the Purchasers, including any transfer fees, assessments or taxes associates with the sale of **CAPRICA** to any state, local or federal authorities and all costs associates with transferring the Certificate of Documentation the name of the Purchasers.

6. Unless this Agreement is terminated in accordance with its provisions, final settlement and closing shall tale place at a time and location mutually convenient to the parties, but in no event shall it take place more than ten days (10) following the receipt by the Purchaser of the marine survey and/or acceptance of the Agreement; and in all events this Agreement shall become null and void, unless extended by the parties in writing, should closing not take place for whatever reason, on or before _____, ____, ____.

7. The Purchaser shall assume the Seller's right to the following:

Sailing Vessel: **CAPRICA** consisting of : hull, anchorage equipment, sails, engine, mast and rigging, rails, bowsprit and boomkin appendages, tankage, electrical system, plumbing system, steerage system, safety equipments, MSD system, and live-aboard amenities, and all, but not limited to, the items annotated in the Sales Brochure for the sailing vessel **CAPRICA** dated September 12, 2026, submitted here within the as the **PURCHASE AND SALE ANNEX of Westsail CAPRICA Hull # 687**.

8. This Agreement contains the entire agreement and understanding of the parties, who shall no be bound by and other promises, agreement, warranties, or representations other than those specifically set forth herein.

SELLERS:

By: _____
[SEAL]

Date: _____

PURCHASERS:

By: _____
[SEAL]

Date: _____