PLEASE READ CAREFULLY BEFORE AGREEING TO PURCHASE THIS BOAT.

<u>Purchase Agreement</u>. Buyer and Seller will enter into a written purchase agreement for the boat and trailer. This agreement will constitute a contract governed by the laws of the State of Texas. Seller will execute a bill of sale for the boat, and a separate bill of sale for the trailer.

<u>Sale is Final.</u> No Warranties. No Returns. The sale of this boat is final. This boat, although in very good condition for its age, is <u>used</u> and, therefore, is sold AS IS. No warranties, expressed or implied; exchanges; refunds; nor returns are offered in conjunction with this sale. As good of care as I've tried to take of this boat, once you buy it, you own it. I am confident that it will run for you as well as it has run for me, but given its age, I cannot make any guarantees as to its future performance or structural integrity. Part of boat ownership, be the boat old or new, is maintenance and repair. Please consider this fact very carefully before agreeing to buy this boat. I am available to take serious buyers on a test drive. However, if this boat is sold at auction, the price is set and I will not entertain further negotiation. I will, however, start the boat on the trailer (hooked up to a water source) to demonstrate that the engine runs. I will pursue my contractual rights against nonpaying bidders

Deposit/Payment. A \$1,000.00 nonrefundable deposit is required within 48 hours of auction close or an agreement concerning price. The boat will remain for sale until I receive this deposit. The balance of the agreed price must be made by wire transfer, fee to be paid by buyer within seven days of the deposit. If the boat is not picked up locally, transportation and insurance of the boat during transport and delivery is the buyer's responsibility.

Delivery. Unless we agree otherwise, the buyer must pick the boat up in Tyler, Texas. Delivery by me within a reasonable distance of Tyler, Texas may be negotiated, but may involve additional compensation for my time and fuel consumption. Delivery can also be arranged through a professional carrier. If the boat is not picked up locally by the buyer, full payment in advance is required as set forth above.

<u>Taxes, Registration, and Other Fees.</u> This boat is registered in Texas through mid Summer 2009. The trailer registration is current. Payment of taxes pursuant to the laws of his/her home state is the buyer's responsibility. Any other fees required by State law to be paid by the buyer are the buyer's responsibility. Please investigate these legal requirements before you agree to buy this boat.