

**Terms of United States Marshal's sale
F/V "Katherine & Roberta" (O.N. 1297760)
Friday, November 8, 2024 at 11:00 AM**

1. Under and pursuant to the Order of the United States District Court for the District of Maine ("Court") dated September 27, 2024 ("Sale Order") entered in *Machias Savings Bank v. F/V "Katherine & Roberta" (O.N. 1297760), in rem*, Case No. 1:24-cv-00063-LEW, for sale today is the following vessel: F/V "Katherine & Roberta" (O.N. 1297760), her machinery, equipment, fishing permits, appurtenances, etc. ("Vessel"). The Vessel is a 2019 H & H Osmond Beale 42' commercial fishing vessel.
2. The sale is on Friday, November 8, 2024 at 11:00 AM at Journey's End Marina, 120 Tilson Ave, Ste 100 as advertised in The Midcoast Villager on October 24 and October 31, 2024.
3. Method, order of sale, and bidding increments shall be at the discretion of the Marshal. All persons bidding must register to bid and must pay a bid deposit of \$10,000 via bank or certified check payable to the United States Marshals Service. Cash is also acceptable. The deposit is non-refundable to the highest bidder for any reason. Machias Savings Bank has the right to bid without paying a deposit and it may credit bid the amount of its preferred maritime lien. You must be at least 18 years old to place a bid.
4. The minimum bid for the Vessel will be \$10,000.
5. The sale of the Vessel will be free and clear of liens, claims and encumbrances pursuant to 46 U.S.C. § 31326(a), however, there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition.
6. As a general rule, only U.S. citizens can own U.S. documented vessels, but some exceptions may apply. Non-citizens should not bid unless they have consulted legal counsel first to ascertain their eligibility to own the Vessel. If a bidder is not a U.S. Citizen please notify the Marshal before bidding. **The successful bidder will not receive a refund of their deposit if they are unable to close for any reason.**
7. The highest bidder will be required to enter into a Purchase and Sale Agreement for the Vessel, a copy of which has been provided for your review. The highest bidder shall pay the remaining balance of the purchase price for the Vessel by Monday, November 18, 2024. The remaining balance of the purchase price must be paid by certified or bank check payable to the order of United States Marshals Service and delivered to Office of the United States Marshal for the District of Maine Attn: Kathy Charland, Administrative Officer, 156 Federal Street, Suite 124, Portland, ME 04101 so that it is received by 3:00 PM on November 18, 2024. **Time is of the essence. The deposit will be forfeited if the balance of the purchase price is not paid on time.**
8. The sale of the Vessel is **AS IS, WHERE IS, and WITH ALL FAULTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF SEAWORTHINESS, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** There is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition.
9. The sale today is subject to confirmation by the Court. Please see the Sale Order for more details.
10. The successful bidder will receive a bill of sale from the Marshal for the Vessel: (a) after payment of the full purchase price and (b) after confirmation of the sale by the Court.
11. The purchaser must remove the Vessel from Journey's End Marina's property within seven (7) days after the confirmation of the sale by the Court.

12. All bidders and persons attending this public sale agree to hold the United States of America, the United States Marshals Service, the United States Marshal for the District of Maine, Central Maine Auction Center, Journey's End Marina, Machias Savings Bank, Midcoast Maine Electronics, Inc. and their respective agents, employees, deputies, officers, directors, attorneys, and affiliates ("Released Parties") harmless from any and all liability and further agree to indemnify and defend the Released Parties from any liability associated with the purchase and sale of the Vessel, the bidding process, their attendance here today, including without limitation for any injury, including, without limitation, injury resulting from the negligence of a Released Party. All parties bidding and the successful bidder waive any consequential, exemplary, or punitive damages against all of the Released Parties.

13. YOU ARE ENTERING INTO A BINDING CONTRACT TO BID AND TO PURCHASE THE VESSEL IF YOU ARE THE WINNING BIDDER. IF YOU DO NOT AGREE TO THE TERMS OF THIS SALE, PLEASE NOTIFY THE MARSHAL NOW AND YOU WILL RECEIVE A REFUND OF YOUR DEPOSIT. To the extent not preempted by the law of the United States of America, these terms of sale and any purchase and sale agreement shall be governed by the laws of the State of Maine. By participating in this sale, paying a deposit and/or placing a bid, bidders consent to the personal jurisdiction of the United States District Court for the District of Maine for any disputes arising out of this sale.

14. Any terms announced orally by the Marshal at the sale are part of these terms of sale.

15. The purchaser will be solely responsible for arranging to register the Vessel with the United States Coast Guard and to take all necessary steps to transfer fishing permits that are being sold with the Vessel at the purchaser's sole expense.

Dated: November 8, 2024

I AGREE TO THE TERMS OF THE UNITED STATES MARSHAL'S SALE.

Signed: _____

Name: _____

Address: _____

E-mail: _____

Telephone: _____

PURCHASE AND SALE AGREEMENT

I agree to purchase the F/V “**Katherine & Roberta**” (O.N. 1297760) her machinery, equipment, fishing permits, appurtenances, etc. (“Vessel”) from the United States Marshal for the District of Maine (“Marshal”) for the purchase price of \$_____ (“Purchase Price”), subject to the Terms of United States Marshal’s Sale as written and announced on November 8, 2024 by the Marshal (“Terms of Sale”). The Terms of Sale are incorporated herein by reference and are part of this Agreement. The sale is subject to confirmation by the United States District Court for the District of Maine (“Court”). I have paid a **nonrefundable** deposit to the Marshal of **Ten Thousand Dollars (\$10,000)** (“Deposit”). The remaining balance of the Purchase Price is \$_____ which must be paid by me to the Marshal by **Monday, November 18, 2024 at 3:00 PM** at 156 Federal Street, Suite 124, Portland, ME 04101. **Time is of the essence.**

I acknowledge that I will forfeit the Deposit if I do not pay the balance of the Purchase Price as required by this Agreement. I will receive a bill of sale for the Vessel after: (a) payment of the Purchase Price in full, and (b) confirmation of the sale by the Court. I am responsible for recording the bill of sale with the United States Coast Guard Vessel Documentation Center and for arranging to transfer any fishing permits at my own expense.

I acknowledge I am purchasing the Vessel **AS IS, WHERE IS, and WITH ALL FAULTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF SEAWORTHINESS, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** I further acknowledge that there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. I have inspected the Vessel and I am satisfied with its condition. I certify that I am eligible under the law of the United States to own a documented vessel.

Dated: November 8, 2024

Signature

Printed Name

Address

Telephone Number

Email Address

SSN/TIN