

SELLER'S WARRANTY OF TITLE

THE VESSEL _____

Official/Reg. No: _____

Hull ID _____

I/We _____ **Seller(s)**, by executing Bill of Sale for the above referenced vessel to _____
_____ **(Purchaser(s))** do state that the vessel(s) is/are being sold free and clear of
any liens or encumbrances.

Seller(s) acknowledge(s) that there is a lien to _____ **(If none write in N/A)** which if unpaid, will
be paid at closing from seller's proceeds. Any additional amount over and above the selling price which is due
to the lien holder shall be paid by seller prior to release of remaining funds from purchaser to the lien holder.
(If a lien is recorded against the vessel, I hereby authorize the lien holder to issue the Satisfaction of Mortgage
and forward the original to _____ acceptable as a recordable instrument with the
Registrar of Shipping. If a lien is recorded against a State Title, I/We hereby authorize the Lien holder to Satisfy
the Lien and forward the Title to _____

Seller(s) acknowledge(s) that _____ are relying on the
information given by the lien holder for the lien payoff amount, (if any), and that if any additional monies are
due to the lien holder prior to lien holder issuing a Release of Lien, that Seller will, within 5 business days of
being notified, pay all monies due to the lien holder. Seller(s) warrants that he/she/they is/are passing free and
clear title to the purchaser(s).

Seller(s) state(s) that the only conveyance of Title is a _____
_____, and that there is no other certificate of registry, either domestic or
foreign.

Seller(s) state(s) that I/we do have full right and title to this/these vessel(s) and have full and complete
ownership of this/these vessel(s), with the right to transfer such.

Seller(s) state(s) that the personal property contained in and on the vessel(s) and which are a part of this sale,
is also free and clear of any liens, encumbrances, claims and demands whatsoever.

At the time of closing, any individual or entity still owed for any outstanding services, dockage, supplies, labor,
or materials rendered to, or for the benefit of the vessel(s), unless directly ordered by Purchaser(s), shall be paid
in full by Seller(s) prior to closing.

Seller(s) state(s) that there have been no improvements, alterations or repairs to the above described

property for which the costs thereof remain unpaid, that there are no mechanics, material-men's or laborers' liens, or judgment liens against the above described property; that they, the Affiants, know of no violation of Municipal, State, Federal, Local Laws, Regulations or Ordinances pertaining to the above described property, and;

Seller(s) state(s) that the vessel(s) is/are not currently under contract for charter or otherwise obligated to any third party(ies), including, but not limited to claims for future use or charter of the vessel(s) unless entered into by Purchaser.

Seller(s) state(s) that there are no personal injury claims now outstanding, or possible of assertion, against the vessel(s).

Seller(s) further acknowledge that Purchaser(s) is/are relying on this Warranty of Title in completing the transaction, accordingly, Seller(s) their successor(s), heir(s), principal(s), officer(s), affiliate(s), division(s), and assigns, jointly and severally shall indemnify and hold harmless the Purchaser(s), its officer(s), director(s), employee(s), subsidiaries and parent company(ies) against and from any claim, lien, encumbrance, penalty, loss or expense Purchaser(s) might suffer, including but not limited to, court costs and legal fees, arising by reason of breach of the above representations and warranties.

DAMAGE DISCLOSURE

I/We warrant that the above described vessel(s) has/have not sustained damage from sinking or fire prior to this sale, during the period of time I/We was/were the owner(s) of this/these vessel(s); nor has/have the vessel(s) been the cause of damage to any real or personal property prior to this sale during the period of time that I/We was/were the owner(s) of this/these vessel(s)

I/We further warrant that if any damage is discovered to have been sustained to or damage to real or personal property caused by said vessel(s) prior to this sale during the period of which I/We was/were the owner(s) of this/these vessel(s), then in that event, I/We will be responsible for such damage and will be responsible for any and all costs, claims, etc., incurred as a direct result of said damage.

HOLD HARMLESS

Seller(s) agree to hold harmless the _____ as to all of the aforementioned facts, and shall defend the aforesaid in any court of law at my/our sole expense.

AFFIDAVIT OF NON-EXPORT

During our ownership, we never "exported" the Vessel from the United States, or never "imported" the Vessel into another jurisdiction, established a foreign base for the Vessel, or left US Waters without the intent to return the Vessel to the United States upon conclusion of such trip.

*If SELLER has traveled to Mexico with the VESSEL and has an MTIP (Mexico Temporary Import Permit), SELLER agrees to and is responsible (at SELLER expense) to cancel the MTIP and to provide proof of this cancelation before CLOSING. **Vessel Has _____ Has Not _____ (Please check one) *obtained an MTIP.****

POWER OF ATTORNEY TO EXECUTE BILL OF SALE

I/We do hereby appoint _____ to be my/our lawful attorney-in-fact, to act for me/us, by signing Bill of Sale for the above referenced vessel(s), should there be a clerical error on the Original Bill of Sale signed by me/us. This Power of Attorney is ONLY to be used for Bill of Sale for the vessel(s) described above, and ONLY for transfer of title to the Purchaser(s) named above, should I/We not be available to sign such.

This power of attorney may be signed in counterparts.

A photocopy, email copy, facsimile copy of this Power of Attorney shall be acceptable as an original and shall have the same force and effect. I hereby confirm all acts of my attorney in fact under this power.

This Power of Attorney shall expire 6 months from the date of execution.

Signature:  _____

NOTARY ACKNOWLEDGMENT

(TO BE COMPLETED BY NOTARY PUBLIC AUTHORIZED BY LAW TO TAKE OATHS).

NOTARY MUST BE IN ENGLISH LANGUAGE or NOTARIZED OFFICIAL TRANSLATION ATTACHED.

State of _____

County of _____

On the _____ day of _____ 20____, the person(s) named above acknowledged execution of the foregoing instrument in their stated capacity(ies) for the purpose therein contained. He/She/They Is/Are personally known to me or has/have produced

_____ as identification, and did/did not take an oath.

(Notary Seal)

 _____
Notary Signature

Name of Notary Printed, Typed or Stamped