



INFORMATION MEMORANDUM  
JUDICIAL SALE OF M/Y QUEEN ANNE  
IMO 9704958  
BY SEALED BID AUCTION FEBRUARY 17, 2022



BACKGROUND OF THE YACHT

Motoryacht Queen Anne has been seized (by judicial arrest) by the United States of America and is presently in the possession of the United States Marshals Service (“USMS”), in connection with a case in United States District Court for the District of Utah, Case 2:21-cr-00140-JNP (“The Court”).

On September 13, 2021, the United States of America filed a motion with The Court requesting an interlocutory sale of M/Y Queen Anne, which was granted by the Court on October 22, 2021.

On November 22, 2021, the United States Marshals granted custodianship of the yacht to National Maritime Services, Inc. of Fort Lauderdale, Florida, USA (“National”), in connection National’s approved plan to market the yacht in a joint venture with Fraser Yachts Florida Inc.

VIEWING PROCEDURES

Queen Anne is available for visual inspections in Limassol, Cyprus. Interested parties are encouraged to view the yacht prior to submitting a bid at auction.

Viewings must be arranged in advance by contacting National Maritime Services, Inc., Bob Toney, +1(954)647-7194, GRToney@NatMars.com.

Viewings will include touring the yacht, making visual inspections of open areas, and operating the main engines and generators. Sea trials are not permitted.

Visitors must be escorted at all times. The maximum number of onboard visitors is limited to 3 persons at any time, during daylight hours only.

Each visitor is required to deliver the following items in advance:

- Full name and passport copies
- Completed Visitor Waiver and Acknowledgement

## BID PACKAGE

A comprehensive presale bid package is available for review by prospective purchasers after returning a Bidder Registration Form. This package includes the following items/documents:

- Pre-purchase survey report including survey recommendations
- Main engine & generator borescope report
- Engine oil sample report
- Cook Islands registry documents
- Builder Certifications
- Yacht classification society (RINA) ship status details
- Personal property inventory
- Auction bid form with instructions and unique bidder code
- Closing documents
  - Purchase and Sale Agreement
  - United States Coast Guard Bill of Sale Form CG-1356
  - Queen Anne Interlocutory Sale Order
  - USMS Forfeited Property Sales Certification Form USMS 621

Prospective bidders can obtain access to the bid package, in electronic format, by delivering a signed Bidder Registration Form to [GRToney@NatMars.com](mailto:GRToney@NatMars.com).

## AUCTION DETAILS, BID PROCESS & PAYMENT REQUIREMENTS

Queen Anne will be sold by sealed bid auction to the highest bidder meeting the criteria contained herein

Tie bids (same amount) will be requested to provide best & final offers

The yacht will be sold "as is, where is" in its current berth at Limassol, Cyprus

Offshore closing is permitted in accordance with the terms of the Purchase and Sale Agreement

The auction will be conducted in US dollars

The minimum required bid is US \$5,500,000

The United States Marshals Service will receive all bids by direct email to a secure mailbox and will confirm receipt by email

Tendered bid details will not be shared with third parties until after the auction closes

There is no fee to place a bid

A US \$500,000 escrowed deposit is required prior to bid submission, to be received no later than February 15, 2022

National will confirm receipt of all bid deposits by email

The auction will close February 17, 2021, 4PM Eastern Standard Time

On or before February 23, 2022, the first-highest bidder will be notified of their successful bid

Deposits will be refunded to unsuccessful bidders no later than March 25, 2022

To submit an official binding bid, each registered party will be required to deliver the following:

- US \$500,000 bid deposit, confirmed receipt no later than February 15, 2022
- Bid form with preassigned bidder code delivered directly to United States Marshals Service
- Bid amount equal to or exceeding the minimum bid requirement (US \$5,500,000)
- Purchase and Sale Agreement pre-signed by bidder

The USMS will select the winning bidder and notify them by signing the Purchase and Sale Agreement and sending the successful bidder a copy.

Upon receipt of a successful bid notification, the successful bidder shall:

- Endeavor to affect the sale in accordance with the Purchase and Sale Agreement
- Within 10 business days, deliver the unpaid purchase price (the successful bid amount less bid deposit) by wire transfer to designated account. Failure to remit the unpaid purchase price, in accordance with the timing described herein, will result in forfeiture of successful bidder's escrowed bid deposit.
- Within 30 calendar days, close sale and take delivery of the yacht

If the first notified successful bidder fails to deliver the unpaid purchase price within the required timeframe above, at seller's option, the second-highest bidder may be notified and become the new successful bidder. Thereafter, the new successful bidder will be bound to the above-described payment and closing requirements.

Thereafter, if the second-highest bidder fails to remit the unpaid purchase price within the required timeframe above, at seller's option, the third-highest bidder will be notified and become the successful bidder. Thereafter, the new successful bidder will be bound to the above-described payment and closing requirements.

#### BID DEPOSIT WIRE INSTRUCTIONS

Bank Information

Paradise Bank

2420 North Federal Highway

Boca Raton, Florida, USA 33431

ABA Number 067015795

BIC Code PAADUS31

For further credit to

National Maritime Services, Inc.

Queen Anne Deposits Account

1560 Sawgrass Corporate Parkway, Fourth Floor

Fort Lauderdale, Florida, USA 33323

Account Number 022101XXXX

Call +1 (203) 988-4184 for last 4 digits

Bid deposits must reference pre-assigned unique bidder code

Receipt of bid deposits will be acknowledged in writing

#### CONTACT

National Maritime Services, Inc.

Bob Toney

+1(954)647-7194

GRToney@NatMars.com

## DISCLAIMER

- Yacht is sold AS IS, WHERE IS, with no attestation as to the accuracy of the description and/or condition.
- There are no warranties, guarantees or representations other than those contained in the Purchase and Sale Agreement.
- The yacht may have both apparent and/or hidden defects and Bidder accepts all responsibility for determining the condition of the yacht and the existence of any defects.
- The yacht has been seized by The United States of America under federal law. The United States of America, and/or its agencies, agents, officers, employees, and/or contractors have acquired possession of the subject property through the seizure process, and therefore possess little or no direct knowledge concerning the provenance, nature, value, source, authenticity and/or any other aspect or characteristics of the yacht.
- Bidder is deemed to have relied entirely on their own information, research, judgment, and/or visual inspection of the yacht, in making the decision to place a bid and/or purchase the yacht.
- All potential bidders are responsible for the entirety of their own costs associated with assessing the yacht and/or performing due diligence, regardless of whether the auction is finalized, or sale is completed.
- Yacht information is subject to change prior to sale date.
- The United States Marshals Service reserves the right to cancel the auction sale at any time without advance notice.
- The yacht sale is being conducted by National Maritime Services and Fraser, as contractors/agents for the United States Marshals Service and are not seller(s) of the yacht. Bidder holds National Maritime Services and Fraser, including their collective affiliates, employees, and contractors, harmless from its potential legal action(s) relating to the yacht.
- Bidder may not rely upon any oral representations and acknowledges that no warranties or representations, expressed or implied, have been made directly or indirectly by Seller, National Maritime Services and Fraser, including their collective affiliates, employees, and contractors, concerning the condition, use, or capabilities of the yacht.