

EXHIBIT 8



NORTHROP & JOHNSON MONACO
LE PANORAMA, 57 RUE GRIMALDI, BLOC A/B 7E ÉTAGE :: MC 98000 :: MONACO
MAIN +377 97 77 27 20
NORTHROPANDJOHNSON.COM

CENTRAL AGENCY AGREEMENT

This CENTRAL AGENCY AGREEMENT (the "**Agreement**"), effective as of the 27th March **2024** (the "**Effective Date**"), is entered into by and between The Government of Antigua & Barbuda (the "**Seller**"), and Northrop and Johnson Monaco S.A.M (the "**Listing Broker**").

The Seller grants the Listing Broker, on a central agency, multiple listing basis, the exclusive sales rights and exclusive management of the sale of the vessel (the "**Vessel**") described as:

Name: Alfa Nero	Year: 2007	Hull ID: 1009376
Make: Oceanco	Length: 82m	Flag: Antigua & Barbuda
Commercial: Yes	Class: Lloyds	Official No.: 740088

1. The Vessel includes, and will be delivered with, all gear, machinery, spares, equipment, documentation, plans, manuals, furnishings, consumables, and other appurtenances belonging thereto, whether on board or ashore, excepting only those items listed in writing presented to the Buyer no later than **SEVEN DAYS** days, prior to beginning of survey. Unless an item on board the Vessel appears on a timely presented exclusion list, it will be deemed a part of and thus sold with, the Vessel.
2. The Vessel will be offered for sale at a gross asking price of **USD65,000,000** (the "**Gross Asking Price**") and no other price will be quoted by the Listing Broker without authorization from the Seller. The Listing Broker will submit all offers of any type to the Seller for consideration. The Seller will sell the Vessel to any customer who is ready, willing and able to purchase at this price, or at any other price or terms the Seller may accept.
3. The Seller will pay the Listing Broker a commission on any transfer of the Vessel contracted or occurring during the term of this Agreement. The term transfer includes a sale, trade, or exchange of the Vessel, and any transaction wherein an ownership interest in the Vessel is transferred or conveyed, including, but not limited to, donation, assignment, or where a buyer acquires a beneficial interest in the Vessel (each, a "**Transfer**"), excepting only a transfer of the Vessel to its insurer as part of an agreed constructive or compromised total loss of the Vessel.
4. The amount of the commission will be based on the following percentages of the gross sale price: Ten Percent (10%) of the first (USD/EUR) Ten Million of the Gross Sales Price, plus; Five Percent (5%) of the balance of the Gross Sales Price over (USD/EUR) Ten Million; or, alternatively, Ten Percent (10%) of the Gross Asking Price if the gross sales price is not disclosed in the Transfer documents (the "**Commission**") plus VAT, if applicable. Any broker that works directly with the Joint Listing Brokers on a Transfer will receive its compensation from the Listing Broker, to be paid from the Commission in such amount as agreed between the Listing Broker and that cooperating broker. The Commission is to be paid to the Listing Broker at closing from the deposit placed by the buyer on the transaction or, alternatively, from the gross sales proceeds if the deposit is insufficient.

5. The Seller will also pay the Commission to the Listing Broker should a Transfer be contracted or occur at any time within one (1) year after termination of this Agreement (a) to a buyer that contracts for a Transfer during the term of this Agreement or (b) to a buyer or its nominee to whom the Vessel was presented during the term of this Agreement; provided that the Listing Broker provides the Seller a list of all such buyers within thirty (30) days of termination of this Agreement and the buyer appears on such list.
6. If the Seller enters into a transaction for a Transfer that would result in a Commission to the Listing Broker and, subsequently, defaults on or agrees to cancel that transaction, or if the Seller refuses to accept an offer at the price and terms stated in this Agreement, or any subsequently agreed to price and terms, the Seller will pay the Listing Broker the Commission that would have been due on the transaction within three (3) business days of Transfer.
7. If the Seller enters into a transaction that would result in a Commission to the Listing Broker and the proposed buyer's deposit is paid as liquidated damages, that deposit will first be applied toward payment of that buyer's unpaid survey related expenses incurred against the Vessel, including, but not limited to, surveys and haul-outs, and the balance will be divided equally between the Seller and the Listing Broker. The Listing Broker, in turn, will share its portion with any cooperating broker on the agreed basis.
8. The Seller authorizes the Listing Broker, its salespeople, and any cooperating brokers, to board and show the Vessel, by appointment or as otherwise agreed. The Seller will refer or direct to the Listing Broker all inquiries or offers from other brokers or parties interested in purchasing the Vessel received by the Seller, its agents, or employees. The Seller will advise the captain of the Vessel that the Listing Broker is the Central Agent and advise the captain and crew to give all reasonable assistance to the Listing Broker to promote sale of the Vessel.
9. Upon signing of this Agreement, and updated upon request, the Seller will supply the Listing Broker with pictures, plans and detailed information concerning the Vessel, including, without limitation, copies of ownership, insurance, duty or VAT status, registration, classification, trading, safety, and regulatory certificates and documents. The Seller will keep the Listing Broker informed about any change in the Vessel's documents, specifications, location, or price, including, without limitation, a description of any items on board the Vessel that will not be included in a sale.
10. The Listing Broker is authorized to distribute information describing the Vessel to its clients and to cooperating brokers, including, without limitation, advertisement and marketing of the Vessel in whichever media, and in any manner, the Listing Broker deems appropriate. If the Seller chooses to remove the Vessel from the sales market or otherwise terminates this Agreement for any reason, the Seller will reimburse the Listing Broker for all documented marketing and related costs up to a maximum of two-tenths of a percent (0.2%) of the Gross Asking Price.
11. The Listing Broker does not assume and is not delegated the care, custody or control of the Vessel (unless by separate written agreement). The Seller bears the risk of loss of, or damage to, the Vessel and is solely responsible for the Vessel's safety, upkeep, maintenance, and repair. The Seller will keep the Vessel fully insured for any physical damage and liability with appropriate levels of coverage for vessels of similar size and class, said coverage to include inspections, sea trials, and marine surveys.
12. This Agreement will remain in effect until there is a Transfer unless cancelled by either party, with a minimum term of twelve (12) months. After the minimum term, this Agreement may be cancelled by either party giving the other party no less than ninety (90) days written notice of cancellation.
13. The Seller is responsible for all taxes, duties, levies, and imposts whatsoever and howsoever arising or imposed in relation to the ownership, operation, management and any sale of the Vessel and any equipment used in connection with the Vessel, with the Listing Broker having no liability whatsoever for such items. The Seller will indemnify the Listing Broker, its shareholders, directors, officers, employees, agents, and affiliates (collectively, the "**Indemnified Parties**") for all loss, damage, cost, or expenses that may be suffered by the

Indemnified Parties in relation to the Vessel or this Agreement. The Seller will also indemnify and hold harmless the Indemnified Parties against and from any claim for loss or damage to the Vessel or in connection with the Listing Broker's performance of its obligations under this Agreement, from any cause whatsoever, unless resulting from the Listing Broker's gross negligence or willful misconduct.

14. Any funds due the Listing Broker for storage, insurance, repairs, or any other items accrued to the Seller's account, will be deducted and paid from the Seller's net proceeds prior to disbursement of funds to the Seller.
15. If any legal action or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision(s) of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and all expenses incurred in that action or proceeding, from the other party, in addition to any other relief to which the successful or prevailing party may be entitled. A party will be considered the "prevailing party" to the extent that (i) such party initiated the legal action and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), or (ii) such party did not initiate the legal action and the other party did not substantially obtain the relief which it sought (including withdrawal of its claim or action without having substantially obtained the relief which it sought).
16. This Agreement shall be construed in accordance with and governed by the laws of England without effect given to conflicts of laws. Any dispute arising out of this Agreement will be referred to arbitration in accordance with the Rules of the London Maritime Arbitrators Association. Any said arbitration is to be held in London, in accordance with the rules of England. Arbitration will be the sole and exclusive forum for resolving any dispute relating to this Agreement and neither party may resort to any court except to compel arbitration, refer questions of law, or confirm, vacate, modify, or enforce the arbitration award.
17. The Listing Broker may act as a dual agent. The Seller understands that, when acting as a dual agent, the Listing Broker will not represent the Seller's interests to the exclusion and detriment of the buyer. In that circumstance, the Listing Broker will work equally for both parties to the transaction and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an agent who represents one party alone.
18. The Seller will provide the Listing Broker, upon request, such information as may be required by international banking laws to comply with the Customer Identification Program and the US Patriot Act, including, without limitation, passport, corporate ownership documents, and utility bill.
19. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to the other party hereunder will be in writing and may be made by personal delivery, overnight courier, facsimile, email, or other electronic means, or postal service. Notice will be deemed to have been given (a) upon receipt, or (b) three (3) business days following deposit in the National mailing service of the relative country, sent by registered or certified mail, return receipt requested, postage prepaid, to the persons and addresses as set forth herein.
20. The parties will, from time to time, execute, acknowledge, and deliver such further assignments and other documents and perform all acts and things that may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement. If any provision of this Agreement is held invalid, the invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable. The terms of this Agreement will survive the closing of the contemplated transaction and will not be merged in or otherwise be affected by the execution, tender, delivery or acceptance of the bill of sale or any other documents executed or delivered at closing. For purposes of this Agreement, a day will end at 5:00 P.M. GMT +1.

This document constitutes the entire Agreement between the parties hereto and there are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as referred to in an addendum, exhibit, or schedule, if any, as attached.

This Agreement may be executed in counterparts, which, together, will be considered a single instrument. A signed copy of this Agreement sent by facsimile or other electronic methods (including PDF) will be deemed an original for all purposes. This Agreement is binding on all parties herein, their heirs, personal representatives, and/or assigns when this Agreement is signed by all parties or their authorized agents.

SELLER:

By: _____

Title:

Address:

LISTING BROKER 1:

Northrop and Johnson Monaco S.A.M.

By: _____

Name: Patrick Coote

Title: Managing Director - Europe

Address: Le Panorama, 57 Rue Grimaldi, Bloc A/Be etage
98000 Monaco

Exhibit "1"

SELLER'S DOCUMENTS

The documentation that the Seller is to provide as a condition precedent to Buyer's obligation to complete the sale will include the following items:

VESSEL REGISTRY DOCUMENTS:

1. The Vessel's registry (e.g., U.S. Coast Guard Certificate of Documentation or Certificate of British Registry), in the name of the Seller;
2. Governmental record of ownership and encumbrances for the Vessel (e.g., Abstract of Title, Transcript of Registry, or Certificate of Ownership and Encumbrance) indicating title to the Vessel in the Seller, free and clear of any record liens and encumbrances, dated no earlier than three banking days prior to the Closing Date;
3. Bills of Sale for the Vessel (minimum of three), in a form recordable in the registry designated by the Buyer, warranting the Vessel is transferred by the Seller to the Buyer free and clear of all liens, mortgages, and encumbrances of any kind and nature;
4. If required by the Vessel's registry, a letter of consent from the Seller's registered and resident agent(s) approving the transaction;
5. If requested by the Buyer, a letter or form from the Seller requesting deletion of the Vessel from its existing registry along with an acknowledgment that the Seller will provide whatever documentation is required to delete the Vessel from its existing registry;

CERTIFICATES, LOG BOOKS, ETC:

6. All classification, trading, safety, regulatory, and other certificates and documents applicable for a vessel engaged on international voyages, up to date, free of notations or conditions, and evidencing completion of all required surveys (originals to be delivered aboard the Vessel), including, without limitation, the following:

Classification

- a. For a classed vessel, Certificate of Classification and Confirmation of Class from the applicable class society, dated no earlier than seven banking days prior to the closing date;

Commercial Compliance

- b. For a commercially compliant vessel, governmental confirmation of commercial compliance (e.g., Certificate or Statement of Compliance for Large Pleasure Sailing & Motor Vessels);

Environmental Protection Agency

- c. Evidence of compliance with the EPA's Clean Air Act for each of the Vessel's engines;

7. The Vessel's log books and all plans, blueprints, handbooks, manuals, warranties, and technical data in the Seller's possession relating to the Vessel and its equipment (which will be delivered aboard the Vessel);

CUSTOMS DOCUMENTS:

8. For a vessel being sold within the United States, documentation proving the Vessel's U.S. Customs' import duty paid status, consisting of a copy of the consumption entry form for the Vessel (or evidence of U.S. manufacture) and affidavits of non-export from each owner from importation until delivery to the Buyer;

9. For a vessel being sold within the European Union, documentation proving the Vessel is VAT paid within the E.U., consisting of a copy of the Value Added Tax receipt or other appropriate evidence of VAT payment along with affidavits of non-export from each owner from VAT payment until delivery to the Buyer;

TENDER/TOY TITLE DOCUMENTS:

10. Ownership documents for each tender and motorized vessel included in the Vessel's inventory, consisting of the following: (a) registry, (b) endorsed title and registration, (c) registration (for non-title states only), or (d) manufacturer's statement of origin and statement of non-registration;
11. Bills of Sale (minimum of two) for each tender/toy, warranting each is transferred by the Seller to the Buyer free and clear of all liens, mortgages, and other encumbrances of any kind and nature;

CONDITION AND EQUIPMENT WARRANTIES:

12. Assignment and copies of any current warranties for the Vessel, its equipment, or materials;

LIEN FREE STATUS DOCUMENTS:

13. If practicable, a statement from the Vessel's captain that, to the best of his/her knowledge, all bills, charges, and claims relating to the Vessel have been paid or discharged;
14. If practicable, crew releases signed by the captain and each of the crew members in the employ of the Seller at the date of the sales agreement, waiving and releasing all claims against the Vessel;
15. Warranty of title from each of the Vessel's ultimate individual beneficial owners (e.g., the shareholders of the Seller where they are individuals and not nominees) warranting the Seller's representation in the purchase agreement, including, without limitation, the Vessel's registry, title, and lien-free status, and the Seller's authority and status;

AUTHORIZATION DOCUMENTS:

16. If the Seller is not an individual, the following company documents (the "Company Documents") are required:
 - a. Copy of the Seller's formation document, by whatever name (e.g. the Seller's Certificate of Incorporation);
 - b. Copy of the Seller's current constituent documents, by whatever name (e.g. the Seller's Articles and Memorandum of Association), showing who has the authority to authorize sale and transfer of the Vessel;
 - c. Appropriate evidence that the Seller is a validly existing entity in the jurisdiction where organized (e.g., Certificate of Good Standing), dated no earlier than seven banking days prior to the closing date;
 - d. Certificate of incumbency for the Seller identifying, by name and title, those who manage and own the Seller (e.g., the Seller's directors, officers, and shareholders), dated no earlier than seven banking days prior to the closing date; and
 - e. Resolutions of the Seller executed and approved by those who manage and own the Seller (e.g., the Seller's directors and shareholders) authorizing sale and transfer of the Vessel and further authorizing persons (including attorneys-in-fact) to sign any and all such documents as are required to effect and conclude the sale, delivery, and transfer of the Vessel from the Seller to the Buyer;
17. Powers of Attorney for any persons signing documents on behalf of the Seller (other than an individual seller signing for himself or an officer of a corporate seller);
18. The Seller's instructions for payment of sales proceeds, duly approved and signed by the Seller; and
19. In the event of a shareholder, director, officer, or similar position of the Seller is also not an individual, the Company Documents are required for each such entity.