

## ASSIGNMENT AGREEMENT

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Effective as of December 16, 2011 (the "Effective Date"), for good and valuable consideration provided by **CYPRESS, INC.**, a United States Virgin Islands corporation having an address at 9100 Havensight, Port of Sale, Suite 15/16, St. Thomas, USVI 00802 (the "Assignee"), the receipt and sufficiency of which are hereby acknowledged by **JEFFREY E. EPSTEIN** having an address at 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (the "Assignor"), the Assignor does hereby assign, transfer, set over and convey to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the following described property (the "Assigned Property"):

**All right, title and interest in and to the property described on Schedule A attached hereto and hereby incorporated by reference herein.**

To have and hold the Assigned Property unto the Assignee, its successors and assigns, now and forever, to the Assignee and the Assignee's own use.

The Assignor warrants and represents that it is assigning, transferring setting over and conveying to the Assignee good and marketable title to the Assigned Property, free and clear of all liens, claims and encumbrances. The Assignee acknowledges and agrees that: (1) the Assignor is assigning, transferring, setting over and conveying the Assigned Property in "as-is, where-is" condition and with all faults; and (2) except for the foregoing warranty and representation relating to title to the Assigned Property, the Assignor makes absolutely no express or

implied warranties or representations of any kind whatsoever in respect of the Assigned Property, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The Assignor hereby disclaims any and all such express and implied warranties.

Effective as of the Effective Date, the Assignee accepts the assignment, transfer, set-over and conveyance of the Assigned Property, "as-is, where-is," and with all faults.

This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts executed and to be fully performed therein.

This Assignment Agreement may be signed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, each of the Assignor and the Assignee have executed this Assignment Agreement as of this 16 day of December 2011.

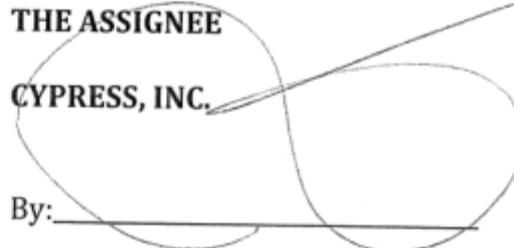
**THE ASSIGNOR:**



Name: Jeffrey E. Epstein

**THE ASSIGNEE**

**CYPRESS, INC.**

By: 

Name: Jeffrey E. Epstein

Title: President

STATE OF NEW YORK )

COUNTY OF NEW YORK )

Before the undersigned notary personally came Jeffrey E. Epstein, known by the undersigned or properly identified to the undersigned to be the party who executed the foregoing instrument, and such person did acknowledge to the undersigned that such person did execute the foregoing instrument in his individual capacity, as the Assignor therein, and that by such person's signature on the foregoing instrument, such person did execute the same.

Dated: December 16, 2011

  
\_\_\_\_\_  
Notary Public

HARRY I. BELLER  
Notary Public, State of New York  
No. 01BE4853924  
Qualified in Rockland County 14  
Commission Expires Feb. 17, 2014

STATE OF NEW YORK )

COUNTY OF NEW YORK )

Before the undersigned notary personally came Jeffrey E. Epstein, known by the undersigned or properly identified to the undersigned to be the party who executed the foregoing instrument, and such person did acknowledge to the undersigned that such person did execute the foregoing instrument for and as the President of Cypress, Inc., the Assignee therein, and that by such person's signature on the foregoing instrument, Cypress, Inc. did execute the same.

Dated: December 16, 2011

  
\_\_\_\_\_  
Notary Public

HARRY I. BELLER  
Notary Public, State of New York  
No. 01BE4853924  
Qualified in Rockland County 14  
Commission Expires Feb. 17, 2014

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

Effective as of December 16, 2011 (the "Effective Date"), for good and valuable consideration provided by **CYPRESS, INC.**, a United States Virgin Islands corporation having an address at 9100 Havensight, Port of Sale, Suite 15/16, St. Thomas, USVI 00802 (the "Assignee"), the receipt and sufficiency of which are hereby acknowledged by **ZORRO TRUST**, an Ohio Trust created pursuant to a Trust Agreement dated March 1, 1993 (the "Assignor"), the Assignor does hereby assign, transfer, set over and convey to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the following described property (the "Assigned Property"):

**All right, title and interest in and to the property described on Schedule A attached hereto and hereby incorporated by reference herein.**

To have and hold the Assigned Property unto the Assignee, its successors and assigns, now and forever, to the Assignee and the Assignee's own use.

The Assignor warrants and represents that it is assigning, transferring setting over and conveying to the Assignee good and marketable title to the Assigned Property, free and clear of all liens, claims and encumbrances. The Assignee acknowledges and agrees that: (1) the Assignor is assigning, transferring, setting over and conveying the Assigned Property in "as-is, where-is" condition and

with all faults; and (2) except for the foregoing warranty and representation relating to title to the Assigned Property, the Assignor makes absolutely no express or implied warranties or representations of any kind whatsoever in respect of the Assigned Property, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The Assignor hereby disclaims any and all such express and implied warranties.

Effective as of the Effective Date, the Assignee accepts the assignment, transfer, set-over and conveyance of the Assigned Property, "as-is, where-is," and with all faults, and hereby acknowledges and agrees that, as of the Effective date, the Assignee assumes full responsibility and liability for, and holds the Assignor harmless from, any and all claims, demands, actions, causes of action, liabilities, damages, costs, fees, and expenses in any way connected with, or relating to, the ownership, use, operation, storage or any other matter whatsoever in any way connected with, or relating to, the Assigned Property.

This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts executed and to be fully performed therein.

This Assignment and Assumption Agreement may be signed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, each of the Assignor and the Assignee have caused this Assignment and Assumption Agreement to be executed as of this 16 day of December 2011 by its duly authorized representative.

**THE ASSIGNOR:**

**ZORRO TRUST**

By: \_\_\_\_\_

Name: Jeffrey E. Epstein

Title: Trustee

**THE ASSIGNEE**

**CYPRESS, INC.**

By: \_\_\_\_\_

Name: Jeffrey E. Epstein

Title: President

STATE OF NEW YORK )

COUNTY OF NEW YORK )

Before the undersigned notary personally came Jeffrey E. Epstein, known by the undersigned or properly identified to the undersigned to be the party who executed the foregoing instrument, and such person did acknowledge to the undersigned that such person did execute the foregoing instrument for and as the Trustee of the Zorro Trust, the Assignor therein, and that by such person's signature on the foregoing instrument, Zorro Trust did execute the same.

Dated: December 16, 2011

  
\_\_\_\_\_  
Notary Public

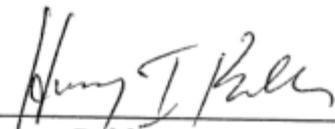
HARRY I. BELLER  
Notary Public, State of New York  
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Commission Expires Feb. 17, 2014

STATE OF NEW YORK )

COUNTY OF NEW YORK )

Before the undersigned notary personally came Jeffrey E. Epstein, known by the undersigned or properly identified to the undersigned to be the party who executed the foregoing instrument, and such person did acknowledge to the undersigned that such person did execute the foregoing instrument for and as the President of Cypress, Inc., the Assignee therein, and that by such person's signature on the foregoing instrument, Cypress, Inc. did execute the same.

Dated: December 16, 2011

  
\_\_\_\_\_  
Notary Public

HARRY I. BELLER  
Notary Public, State of New York  
No. 01BE4853924  
Qualified in Rockland County  
Commission Expires Feb. 17, 2014