

mailed; one (1) business day after depositing with the overnight courier, if sent by overnight delivery service; or as of the time of delivery, of personally delivered.

NES, LLC

By: _____
Jeffrey E. Epstein
Member

Exhibit E

Guaranty – Attached

GUARANTY

THIS GUARANTY dated as of November __, 1998, by Jeffrey E. Epstein, who has an address at 358 El Brillo Way, Palm Beach, FL 33480 (the "Guarantor").

WHEREAS, pursuant to a certain Purchase and Sale Agreement of even date herewith (the "Agreement") by and between NES, LLC, a New York limited liability company (the "Maker"), and Leslie H. Wexner (the "Holder"), the Maker is required to execute and deliver to the Holder a promissory note (the "Note") in the principal amount of Ten Million Dollars (\$10,000,000) (the Maker's obligations under the Note are sometimes hereinafter referred to as the "Obligations");

WHEREAS, the Guarantor desires that the Holder execute the Agreement and consummate the transactions contemplated thereby and, as the sole member of the Maker, will derive benefits from such transactions; and

WHEREAS, the Holder will not execute the Agreement and accept the Note, unless the Guarantor guarantees payment of the Obligations;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby agrees as follows:

ARTICLE I

Terms of the Guaranty

Section 1.1 **Guaranty of Payment.** In order to induce the Holder to enter into the Agreement and accept the Note, the Guarantor hereby guarantees to the Holder the payment of the Obligations when due, whether at stated maturity, by acceleration or otherwise. This is a guaranty of payment, and not a guaranty of collection.

Section 1.2 **Enforcement of Guaranty.** The Holder, in his sole discretion, may proceed directly against the Guarantor to exercise any right or remedy that the Holder may have under this Guaranty without pursuing or exhausting any other right or remedy that the Holder may have against the Maker, any other guarantor or any collateral and without regard to any action or omission of the Maker or any other third party. The Holder may institute separate proceedings with respect to this Guaranty and the Note, in such order and at such times as the Holder may elect.

Section 1.3. **Guaranty Absolute.** The obligations of the Guarantor hereunder shall be absolute and unconditional, regardless of the validity, legality or

enforceability of any of the provisions of the Note or the Agreement, the existence, value or condition of any collateral for the Obligations or any other event that might otherwise constitute a legal or equitable discharge of a surety or guarantor, and the obligations of the Guarantor hereunder shall not be subject to any defense, counterclaim, setoff, recoupment, abatement, reduction or other determination that the Guarantor may have against the Holder, the Maker or any other third party, it being agreed that the agreements and liabilities of the Guarantor hereunder shall not be discharged except by payment of all amounts due under the Note and under this Guaranty.

Section 1.4. **Guaranty Not Affected.** Without limiting the generality of Section 1.3 hereof, the Guarantor hereby consents and agrees that, at any time, and from time to time:

(a) the time, manner, place and terms of payment of the Obligations may be extended or changed;

(b) any action may be taken under, or in respect of, any of the provisions of the Note in the exercise of any remedy, power or privilege, or any one or more rights of the Holder under the Note may be waived, omitted, or not enforced;

(c) the time for the performance of, or compliance with, any term, covenant or agreement by the Maker on its part to be performed or observed under the Note may be extended, or the performance thereof, or the compliance therewith, may be waived, or the failure of, or the departure from, such performance or compliance may be consented to;

(d) the Note may be modified, amended or restated from time to time in any respect (including, without limitation, with respect to the rate of interest due under the Note); and

(e) the liability of the Maker to pay any and all of the amounts due under the Note may be settled or compromised, and payment of any and all of the Obligations may be subordinated to the prior payment of any other debts or claims of the Maker;

all in such manner and upon such terms as the Holder may deem proper, and without notice to, or further assent from, the Guarantor, and all without affecting this Guaranty or the obligations of the Guarantor hereunder, which shall continue in full force and effect until the Obligations and all agreements and liabilities of the Guarantor hereunder and under the Note shall have been fully performed and paid.

Section 1.5. **Waiver.** Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of the Holder to exercise, and no delay in exercising, any right, power or privilege under this Guaranty shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Guaranty preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The remedies herein provided are cumulative and not exclusive of any and all other remedies provided by law.

Section 1.6. **Reinstatement.** The provisions of this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Holder upon the insolvency, bankruptcy or reorganization of the Maker or the Guarantor, whether by order of any court, by any settlement approved by any court, or otherwise, all as though such payment had not been made.

Section 1.7. **Subrogation and Contribution.** The Guarantor shall not exercise any rights that he may have acquired under this Guaranty by way of contribution, subrogation or otherwise, unless and until all of the Obligations shall have been paid in full, and, if payment shall be made to the Guarantor on account of such rights at any time when all of the Obligations shall not have been paid in full, each and every amount so paid shall be held in trust for the benefit of the Holder and promptly shall be paid to the Holder, who shall credit and apply the same to the payment of any portion of the Obligations as the Holder may elect, whether such portion of the Obligations is matured or unmature.

Section 1.8. **Binding Effect.** This Guaranty shall be binding upon the estate, the heirs and the personal representatives of the Guarantor, and shall inure to the benefit of the Holder, his assigns, and the estates, the heirs and the personal representatives of the Holder and his assigns.

ARTICLE II

Miscellaneous

Section 2.1. **Notice.** Any and all notices or other communications or deliveries required or permitted hereunder to be given or made shall be in writing and delivered personally, or sent by certified or registered mail, return receipt requested and postage prepaid, or sent by reputable overnight courier service as follows:

If to the Guarantor, to him at:

Jeffrey E. Epstein
358 El Brillo Way
Palm Beach, FL 33480

If to the Holder, to him at:

Leslie H. Wexner
[REDACTED]

[REDACTED] or the Holder may specify by notice given to the Holder in accordance with this Section 2.1. Each such notice or other

communication or delivery shall be deemed to be given and received on the date of hand delivery; three (3) business days after the date of the posting of the mail, if sent by certified or registered mail; or one (1) business day after the date it is deposited with the overnight courier, if sent by reputable overnight courier service.

Section 2.2. **Governing Law.** This Guaranty shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of the State of New York applicable to contracts to be performed entirely within that State, without giving effect to its principles of conflicts of law.

Section 2.3 **Severability.** In the event that any provision of this Guaranty shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by any authority having jurisdiction, such determination shall not impair or otherwise affect the effectiveness, validity, legality or enforceability of the remaining provisions of this Guaranty, which shall be enforced as if the ineffective, invalid, illegal or otherwise unenforceable provision were deleted.

Section 2.4. **Collection.** The Guarantor hereby agrees to pay, upon demand by the Holder, in lawful money of the United States of America, all of the Holder's reasonable costs and expenses of the enforcement of, and the collection under, this Guaranty, including, without limitation, the Holder's reasonable attorneys' fees and disbursements, in the event and to the extent that it becomes necessary for the Holder to enforce any of the provisions of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the day and year first above written.

Jeffrey E. Epstein

Schedule F

Allocation of Purchase Price

The Shares and the Beneficial Interest	\$19,332,500
The Personal Property (see below)	\$ 667,500

Personal Property

One (1) Desk – Early Louis XIV	\$600,000
One (1) Louis XIV Painted Armchair	\$ 7,500
One (1) Mahogany Dining Table	\$ 20,000
Twelve (12) Dining Chairs	\$ 20,000
One (1) set Mahogany Dining Furniture	\$ 20,000

Schedule G

Intentionally Omitted

Exhibit H

Assignment of Beneficial Interest – Attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, pursuant to a certain Nominee Agreement dated as of August 24, 1989 by and between Leslie H. Wexner (the "Assignor"), as principal, and Nine East 71st Street Corporation, a New York corporation (the "Corporation"), as nominee (the "Nominee Agreement"), the Assignor is the owner of 100% of the beneficial interest in that certain real property which is known as, and located at, 9 East 71st Street, New York, NY, and is more fully described on Schedule A attached hereto, all improvements thereon, all fixtures thereto, and all appurtenances thereto (the "Real Property"), and the Corporation is the record holder of legal title to the Real Property;

WHEREAS, pursuant to a certain Purchase and Sale Agreement, of even date herewith (the "Purchase and Sale Agreement"), by and between the Assignor, as the seller thereunder, and NES, LLC, a New York limited liability company (the "Assignee"), as the purchaser thereunder, the Assignee purchased from the Assignor, and the Assignor sold to the Assignee, all of the Assignor's right, title and interest in and to the Real Property, including, but not limited to, the Assignor's rights in and under the Nominee Agreement (the "Beneficial Interest"), together with all of the issued and outstanding shares of capital stock of the Corporation, with the intent and purpose that, upon the consummation of the transactions contemplated thereby, the Purchaser would acquire one hundred percent (100%) of the legal title to the Real Property (indirectly, by its

acquisition of all of the issued and outstanding capital stock of the Corporation) and one hundred percent (100%) of the Beneficial Interest;

WHEREAS, pursuant to Sections 4.2.1(f) and 4.2.2 of the Purchase and Sale Agreement, each of the Assignor and the Assignee has agreed to deliver at the Closing (as defined in the Purchase and Sale Agreement) a duly executed and notarized copy of this Assignment and Assumption Agreement;

NOW, THEREFORE,

The Assignor, for the consideration provided in the Purchase and Sale Agreement, does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver unto the Assignee, its successors and assigns, the Beneficial Interest;

TO HAVE AND TO HOLD the Beneficial Interest unto the Assignee, its successors and assigns forever, to the Assignee and its own use.

The Assignor does hereby delegate, and, in consideration of the Assignor's transfer to the Assignee of the Beneficial Interest hereunder, the Assignee does hereby assume, all of the Assignor's duties and obligations under the Nominee Agreement from and after the date hereof, but not with respect to any duty or obligation thereunder which arises out of, or in connection with, or relates to, any acts or omissions which occurred, or circumstances which existed, prior to the date hereof (the "Assumed Obligations"). The

Assignee, for and in substitution of the Assignor, agrees to fully abide by, and comply with, all of the terms, conditions and provisions of the Nominee Agreement, and to indemnify, defend and hold harmless the Assignor from and against any and all losses, claims, actions, causes of action, damages, liabilities, charges, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and disbursements) imposed upon, assessed against, incurred by, or resulting to, the Assignor, arising solely out of, or in connection with, or related solely to, the Assumed Obligations.

The Assignor does hereby covenant and agree to execute any such further agreements, instruments and other documents, and to take any such further action, as the Assignee may request to effectuate the transfer of the Beneficial Interest to the Assignee.

The execution and delivery by the parties hereto of this Assignment and Assumption Agreement are required pursuant to Sections 4.2.1(f) and 4.2.2 of the Purchase and Sale Agreement, and nothing provided herein shall in any way be deemed to supersede, modify, or amend any of the provisions, or relieve any party hereto from liability for his or its breach, of the Purchase and Sale Agreement, including, without limitation, a breach of his or its representations and warranties and indemnities thereunder.

This Assignment and Assumption Agreement (a) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and to be performed fully therein, without reference to its principles of conflicts

of law, and (b) may not be modified or amended except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment and Assumption Agreement as of the ____ day of November, 1998.

Leslie H. Wexner

NES, LLC

By: _____
Jeffrey E. Epstein
Member

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of November, 1998, before me personally came Leslie H. Wexner, known to me to be the person who is described in the foregoing document, and he did state that he executed the same.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of November, 1998, before me personally came Jeffrey E. Epstein, known to me personally, and he did state that he is a member of NES, LLC, a New York liability company (the "Company"), the entity described in the foregoing document, that he is authorized, for and on behalf of the Company, to execute the foregoing document, and that he did execute the same.

Notary Public

Exhibit I

Bill of Sale – Attached

Exhibit I

Know all Men by these Presents,

THAT LESLIE H. WEXNER

part y of the first part, for and in consideration of the sum of Six Hundred Sixty-Seven Thousand Five Hundred and 00/100 (\$667,500.00) Dollars, lawful money of the United States to him in hand paid, at or before the enrolling and delivery of these presents by

NES, LLC

part y of the second part, the receipt whereof is hereby acknowledged has bargained and sold, and by these presents does grant and convey unto the said party of the second part, heirs, executors, administrators, successors and assigns

all of the right, title and interest in and to the personal property listed on the schedule attached hereto ("Property")



TO HAVE AND TO HOLD the same unto the said party of the second part, its heirs, executors, administrators, successors and assigns forever. AND he does for his heirs, executors and administrators, covenant and agree, to and with the said party of the second part, to warrant and defend the sale of the aforesaid Property

hereby sold unto the said party of the second part, its heirs, executors, administrators, successors and assigns, against all and every person and persons whomsoever.

IN WITNESS WHEREOF, the part y of the first part has set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, this day of 19 .

Signed, Sealed and Delivered }
in the Presence of }

SCHEDULE OF THE FOREGOING BILL OF SALE

Property

One (1) Louis XIV Painted Armchair

One (1) Mahogany Dining Table

Twelve (12) Dining Chairs

One (1) set Mahogany Dining Furniture

One (1) Desk - Early Louis XIV

STATE OF
COUNTY OF

} ss.:

LESLIE H. WEXNER

being duly sworn, deposes and says that he resides at One Whitebarn Road,
New Albany, OH 43054

That he is the same person who executed the within bill of sale.

That he is the sole and absolute owner of the property described in said bill of sale, and
has full right to sell and transfer the same.

That the said property, and each and every part thereof, is free and clear of any liens, mortgages,
debts or other encumbrances of whatsoever kind or nature except,

N/A

have

~~That he is not indebted to any one and has no creditors.~~

~~That there are no judgments existing against him in any court, nor are there any
replevins, attachments or executions issued against him now in force; nor has any petition
in bankruptcy or arrangement proceedings been filed by or against him; nor has he
taken advantage of any law relating to insolvency.~~

That this affidavit is made for the purpose and with the intent of inducing NES, LLC

to purchase the property described in said bill of sale, knowing that it will rely thereon and
pay a good and valuable consideration therefor.

Sworn to before me this
day of

19 . }

.....
LESLIE H. WEXNER

STATE OF
COUNTY OF

} ss.:

That he is

of

, being duly sworn deposes and says:

a corporation organized under the laws of the State of
principal office at

, and having its

That the corporation is now the sole owner of all of the goods and chattels described and more
specifically enumerated in the schedule hereto annexed and made part of the foregoing bill of sale.

That your deponent states that there are no mortgages, liens, conditional sales agreement or other
encumbrances of whatever nature or description affecting the said goods and chattels set forth in the
foregoing schedule and that they are absolutely free and clear thereof, except

That the corporation is not indebted to any one and has no creditors except

That there are no actions pending against the corporation in any court; nor are there any replevins,
judgments or executions outstanding against the corporation now in force; nor has any petition in bank-
ruptcy or arrangement proceedings been filed by or against the corporation; nor has the corporation taken
advantage of any law relating to insolvency.

That this affidavit is made for the express purpose and with the intent of inducing

to purchase the property set forth and described in the foregoing bill of sale, knowing full well that
it will rely upon this affidavit and pay a good and valuable consideration.

Sworn to before me this
day of

19 . }

STATE OF
COUNTY OF

} ss.:

On the _____ day of _____ nineteen hundred and
before me came LESLIE H. WEXNER

to me known and known to me to be the individual described in, and who executed, the foregoing
instrument, and acknowledged to me that he executed the same.

STATE OF
COUNTY OF

} ss.:

On the _____ day of _____ nineteen hundred and
before me came _____ to me known, who,
being by me duly sworn, did depose and say that he resides at No. _____

that he is the _____ of

the corporation described in, and which executed, the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the board of _____ of said corporation; and that he signed h
name thereto by like order.

LESLIE H. WEXNER
TO
NES, LLC

Bill of Sale

Dated, _____, 19 _____