

Jeffrey E. Epstein
The Villard House
Four Hundred Fifty-seven Madison Avenue
New York, New York 10022



To Whom It May Concern:

I Jeffrey E. Epstein authorize Mr. Wayne Minsky to act on my behalf and pick up my Protector boat under booking # TSCW7121452 shipped from St. Thomas to Tropical Shipping in Riviera Beach, FL.

If you should have any questions please contact my employee Emad Hanna at 



Thank you


Jeffrey E. Epstein

Main Offices...
533 Northlake Boulevard, Suite 1
North Palm Beach, Florida 33408

Fax [REDACTED]



Airport Office - P.B.I.A.
Air Cargo Building
1305 North Perimeter Road
West Palm Beach, FL 33406

Fax [REDACTED]

Lund & Pullara, Inc.

CUSTOM HOUSE BROKERS • INTERNATIONAL FREIGHT FORWARDERS

DATE 4-11-07

NUMBER OF PAGES INCLUDING COVER SHEET _____

TO EMAD

FAX NUMBER _____

FROM JILL

REGARDING:

I WILL TRY TO CLEAR THIS AS PERSONAL EFFECTS -

PLS COMPLETE THE 3299 AND SUPP. DEC AND FAX BACK -

YOU CAN SIGN FOR MR EPSTEIN

IF THIS WORKS THERE WON'T BE ANY DUTY -

JILL

U.S. DEPARTMENT OF HOMELAND SECURITY
Bureau of Customs and Border Protection

FORM APPROVED OMB NO. 1651-0014

DECLARATION FOR FREE ENTRY
OF UNACCOMPANIED ARTICLES

19 CFR 148.6, 148.52, 148.53, 148.77

PAPERWORK REDUCTION ACT NOTICE: This request is in accordance with the Paperwork Reduction Act. We ask for the information in order to carry out the laws and regulations administered by the CBP. These regulations and forms apply to importers to ensure that they are complying with the law and to allow us to figure, collect, or refund the right amount of duty and tax. It is mandatory. The estimated average burden associated with this collection of information is 10 minutes per respondent depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Bureau of Customs and Border Protection, Information Services Branch, Washington, DC 20226, and to the Office of Management and Budget, Paperwork Reduction Project (1651-0014), Washington, DC 20503.

PART I -- TO BE COMPLETED BY ALL PERSONS SEEKING FREE ENTRY OF ARTICLES (Please consult with the CBP official for additional information or assistance. REMEMBER--All of your statements are subject to verification. False declarations or failure to declare articles could result in penalties.)

1. IMPORTER'S NAME (Last, first and middle) X EPSTEIN, JEFFREY, E		2. IMPORTER'S DATE OF BIRTH X 1-20-1953	3. IMPORTER'S DATE OF ARRIVAL X 4-2-07
4. IMPORTER'S U.S. ADDRESS 358 EL BRILLOWAY PALM BEACH, FL 33480		5. IMPORTER'S PORT OF ARRIVAL X PHILADELPHIA INTERNATIONAL AIRPORT	
6. NAME OF ARRIVING VESSEL CARRIER AND FLIGHT/TRAIN X PRIVATE AIRCRAFT # N908JE			
7. NAME(S) OF ACCOMPANYING HOUSEHOLD MEMBERS (wife, husband, minor children, etc.) X NONE			

8. THE ARTICLES FOR WHICH FREE ENTRY IS CLAIMED BELONG TO ME AND/OR MY FAMILY AND WERE IMPORTED	A. DATE	B. NAME OF VESSEL/CARRIER	C. FROM (Country)	D. BL OR AWB OR LT. NO

9. NUMBER AND KINDS OF CONTAINERS	F. MARKS AND NUMBERS

PART II -- TO BE COMPLETED BY ALL PERSONS EXCEPT U.S. PERSONNEL AND EVACUEES

9. RESIDENCY ("X" appropriate box)
I declare that my place of residence abroad is was **A. NAME OF COUNTRY** ST. THOMAS USVI **B. LENGTH OF TIME** 7 Yr. Mo.

C. RESIDENCY STATUS UPON MY/OUR ARRIVAL ("X" One)
X (1) Returning resident of the U.S. (2) Nonresident: a. Emigrating to the U.S. b. Visiting the U.S.

10. STATEMENT(S) OF ELIGIBILITY FOR FREE ENTRY OF ARTICLES
I the undersigned further declare that ("X" all applicable items and submit packing list):

A. Applicable to RESIDENT AND NONRESIDENT
 All household effects acquired abroad for which free entry is sought were used abroad for at least one year by me or my family in a household of which I or my family was a resident member during such period of use, and are not intended for any other person or for sale. (9804.00.05, HTSUSA)
 (2) All instruments, implements, or tools of trade, occupation or employment, and all professional books for which free entry is sought were taken abroad by me or for my account or I am an emigrant who owned and used them abroad. (9804.00.10, 9804.00.15, HTSUSA)

B. Applicable to RESIDENT ONLY
 All personal effects for which free entry is sought were taken abroad by me or for my account. (9804.00.45, HTSUSA)

C. Applicable to NONRESIDENT ONLY
 (1) All articles of apparel, personal adornment, toiletries and similar personal effects for which free entry is sought were actually owned by me and in the possession of myself, or those members of my family who accompanied me, at the time of departure to the United States and that they are appropriate and are intended for our personal use and not for any other person nor for sale. (9804.00.20 HTSUSA)
 (2) Any vehicles, trailers, bicycles or other means of conveyance being imported are for the transport of me and my family and such incidental carriage of articles as are appropriate to my personal use of the conveyance. (9804.00.35, HTSUSA)

PART III -- TO BE COMPLETED BY U.S. PERSONNEL AND EVACUEES ONLY

I, the undersigned, the owner, importer, or agent of the importer of the personal and household effects for which free entry is claimed, hereby certify that they were in direct personal possession of the importer, or of a member of the importer's family residing with the importer, while abroad, and that they were imported into the United States because of the termination of assignment to extended duty (as defined in section 148.74(d) of the Customs Regulations) at a post or station outside the United States and the CBP Territory of the United States, or because of Government orders or instructions evacuating the importer to the United States; and that they are not imported for sale or for the account of any other person and that they do not include any alcoholic beverages or cigars. Free entry for these effects is claimed under Subheading No. 9805.00.50, Harmonized Tariff Schedule of the United States.

1. DATE OF IMPORTER'S LAST DEPARTURE FROM THE U.S.	2. A COPY OF THE IMPORTER'S TRAVEL ORDERS IS ATTACHED AND THE ORDERS WERE ISSUED ON:
--	--

PART IV -- TO BE COMPLETED BY ALL PERSONS SEEKING FREE ENTRY OF ARTICLES (Certain articles may be subject to duty and/or other requirements and must be specifically declared herein. Please check all applicable items and list them separately in Item D on the reverse.)

A. For U.S. Personnel, Evacuees, Residents and Non-Residents		B. For Residents and Non-Residents ONLY	
<input type="checkbox"/> (1) Articles for the account of other persons.	<input type="checkbox"/> (2) Articles for sale or commercial use.	<input type="checkbox"/> (7) Foreign household effects acquired abroad and used less than one year.	<input type="checkbox"/> (8) Foreign household effects acquired abroad and used more than one year.
<input type="checkbox"/> (3) Firearms and/or ammunition.	<input type="checkbox"/> (4) Alcoholic articles of all types or tobacco products.	C. For Resident ONLY	
<input type="checkbox"/> (5) Fruits, plants, seeds, meals, or birds.	<input type="checkbox"/> (6) Fish, wildlife, animal products thereof.	<input type="checkbox"/> (9) Personal effects acquired abroad.	<input type="checkbox"/> (10) Foreign made articles acquired in the United States and taken abroad on this trip or acquired abroad on another trip that was previously declared to CBP.
		<input type="checkbox"/> (11) Articles taken abroad for which alterations or repairs were performed abroad.	

D. LIST OF ARTICLES

(1) ITEM NUMBER CHECKED IN PART IV, A., B., C.	(2) DESCRIPTION OF MERCHANDISE	(3) VALUE OR COST OF REPAIRS	(4) FOREIGN MERCHANDISE TAKEN ABROAD THIS TRIP: State where in the U.S. the foreign merchandise was acquired or when and where it was previously declared to CBP.

PART V -- CARRIER'S CERTIFICATE AND RELEASE ORDER

The undersigned carrier, to whom of upon whose order the articles described in PART I, 6., must be released, hereby certifies that the person named in Part I, 1., is the owner or consignee of such articles within the purview of section 484(h), Tariff Act of 1930.

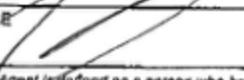
In accordance with the provisions of section 484(h), Tariff Act of 1930, authority is hereby given to release the articles to such consignee.

1. NAME OF CARRIER	2. SIGNATURE OF AGENT (Print and sign) Date
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PART VI -- CERTIFICATION TO BE COMPLETED BY ALL PERSONS SEEKING FREE ENTRY

I, the undersigned, certify that this declaration is correct and complete.

1. One A. Authorized Agent* (From facts obtained from the Importer) B. Importer

2. SIGNATURE 	3. DATE X 4/16/07
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*An Authorized Agent is defined as a person who has actual knowledge of the facts and who is specifically empowered under a power of attorney to execute this declaration (see 15 CFR 141.19, 141.32, 141.33).

PART VII -- CBP USE ONLY (Inspected and Released)	1. SIGNATURE OF CBP OFFICIAL	2. DATE
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Department of the Treasury
U.S. Customs Service

SUPPLEMENTAL DECLARATION
for
UNACCOMPANIED PERSONAL and HOUSEHOLD EFFECTS

1. Owner of Household Goods:
(Last Name, First Name, Middle Name)

2. Date of Birth: 1-20-1953 3. Citizenship: USA

4. Passport # (Country & Number): USA - 207320604

5. Social Security Number: [REDACTED] 6. Resident Alien Number:

7. U.S. Address: (SECONDARY ADDRESS) 10. Employer: FINANCIAL TRUST COMPANY
358 EL BRILLO WAY
PALM BEACH, FL 33480

8. Foreign Address: PRIMARY ADDRESS 11. Position with Company: PRESIDENT
6100 RED HOOK QUARTERS B3
ST. THOMAS, USVI 00802

9. Reason for Moving: NOT MOVING N/A 12. Length of Employment: 7 YEARS
13. Nature of Business: FINANCIAL SERVICES

14. Name & Telephone # of Company
Official who can Verify Information: DAPHNE WALLACE [REDACTED]

15. Name & Address of Freight Forwarders, Packers, and Shipping Agents: TROPICAL SHIPPING
1489 MARTIN LUTHER KING JR BLVD
RIVIERA BEACH, FL 33404

16. Shipment Itinerary (Specify Place of Lading & Intermediate Ports):

17. CERTIFICATION: (check one) A: Authorized Agent B: Importer

18. Signature: [Signature]



Tropical Shipping and Construction Company Limited

**BILL OF LADING
TSCW7121452**

Page 1 of 1

NON-NEGOTIABLE

SHIPPER/EXPORTER LSJ LLC 6100 REDHOOK QUARTER CHARLOTTE AMALIE VI 00802 ST THOMAS, USVI		EXPORT REFERENCES BIR# 0714		EXPRESS RELEASE	
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) EPSTEIN, JEFFREY 358 EL. DRILLO WAY RIVIERA BEACH FL 33404 UNITED STATES		FORWARDING AGENT/FMC NO.			
NOTIFY PARTY EPSTEIN, JEFFREY RIVIERA BEACH FL 33404 UNITED STATES		ALSO NOTIFY/ROUTING/INSTRUCTIONS			
EXPORTING CARRIER, VOYAGE & EDA DEPARTING: TROPIC TIDE - 0656 ARRIVING: TROPIC MIST - 2888	PRE-CARRIAGE BY*	PLACE OF RECEIPT*	PORT OF LOADING CROWN BAY SEAPORT (ST THOMAS)		
ED: 4/4/2007					
PORT OF DISCHARGE PORT OF PALM BEACH SEAPORT	PLACE OF DELIVERY BY ONCARRIER*	POINT AND COUNTRY OF ORIGIN OF GOODS			
PARTICULARS FURNISHED BY SHIPPER					
MARKS & NBR'S-CONTAINER NBR'S W/SEAL NUMBERS	NUMBER OF PKGS.	HAZ	DESCRIPTION OF PACKAGES/GOODS		GROSS WEIGHT LBS KO CF CM
SHIPMENT NO 1880875 GESU7564413 IR1880875	1		UNIT(S) BOAT - 20' PROTECTOR ON TRAILER		3500 1588 2665.0 75.464
			X 1 UNIT(S), 3500 LBS, ENGINES, INTERNAL COMBUSTION CLASS 9, UN3166, EMERGENCY PHONE NBR 1-800-255-3924 **LUND AND PULLARA TO CLEAR CUSTOMS**		TOTAL 3500 1588 2665.0 75.464
CLAUSES DISCREPANCIES NOTED ON THE VEHICLE INSPECTION REPORT SIGNED BY SHIPPER. TROPICAL CONFIRMS THE VEHICLE IDENTIFICATION (V.I.N.) IS THE SAME AS STATED ON ATTACHED DOCUMENTATION.					
INSURED VALUE	AD VALOREM DECLARED VALUE USD (Refer to CLAUSE 7(3) on reverse side)		FREIGHT PAYABLE ATBY ST THOMAS, USVI / LSJ LLC		
WHERE APPLICABLE, THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES FOR ULTIMATE DESTINATION (ABOVE) IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS, DEVIATION CONTRARY TO U.S. LAW IS PROHIBITED	CHARGE DESCRIPTION		PREPAID (USD)	COLLECT (USD)	
* APPLICABLE ONLY WHEN UTILIZED FOR COMBINED TRANSPORT	OCEAN FREIGHT - LCL		5,383.30		
Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above received by the Carrier for the Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of receipt at the Port of Loading, whichever is applicable to the Port of Discharge or the Place of Delivery, whichever is applicable. If the Carrier so requires, before a carriage delivery of the Goods one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier at the Port of Discharge or at some other location acceptable to the Carrier. In accepting this bill of Lading, Merchant agrees to comply and to file to all its terms and conditions whether printed, stamped or written, or otherwise incorporated notwithstanding the non signing of this bill of Lading by the Merchant.	BILL OF LADING PROCESSING FEE		50.00		
IN WITNESS WHEREOF number of original Bills of Lading stated herein have been signed, one of which being accepted (if so required by the Carrier), the others shall be void.	BUNKER SURCHARGE		335.28		
_____ FOR CARRIER	SECURITY SURCHARGE		264.00		
	TOTAL USD		6,032.58		
	DATE OF ISSUANCE	04/05/2007	NO. OF ORIGINAL B/L(S) SIGNED	0	VOYAGE DATE
					04/05/2007

Printed: 04/09/2007 16:01:50



Tropical Shipping and Construction Company Limited

ARRIVAL NOTICE

Page 1 of 1

URGENT! URGENT! URGENT! URGENT!

MAIL TO:
LUND & PULLARA
533 NORTHLAKE BLVD SUITE 1
NORTH PALM BEACH FL 33408
UNITED STATES

FIRST ARRIVAL NOTICE MAILED ON: 4/6/2007

CONSIGNEE:
EPSTEIN, JEFFREY
358 EL BRILLO WAY
RIVIERA BEACH FL 33404
UNITED STATES

SHIPPER:
LSJ LLC
6100 REDHOOK QUARTER
CHARLOTTE AMALIE VI 00802
ST THOMAS, USVI

FINAL PORT OF DISCHARGE:
Port of Palm Beach Seaport

B/L NBR: TSCW7121452 **VESSEL:** TROPIC TIDE **VOYAGE:** 0686 **ESTIMATED ARRIVAL DATE:** 4/9/2007 8:00:00 AM

We have received the following cargo at our facility located in/at: PORT OF PALM BEACH

SHIPMENT DETAILS

SHIPMENT/EQUIP.NBR.	NBR. OF PCS.	COMMODITY	WEIGHT		VOLUME	
			LBS	KG	CF	CM
SHIPMENT NO 1880875 GESU7564413 IP 375	1	UNIT(S) BOAT - 20' PROTECTOR ON TRAILER 2004 PKQ PROTECTOR FIBERGLASS WHITE AND GRAY VIN#: NONE ID#: XRIP8AZBF404 1 UNIT(S), 3500 LBS, ENGINES, INTERNAL COMBUSTION CLASS 9, UN3166, EMERGENCY PHONE NBR 1-800-255-3924	3500	1588	2665.0	75.464
TOTAL			3500	1588	2665.0	75.464

Customs clearance and routing instructions are required. Failure to respond to this notice may result in possible customs seizure or in the sale of the cargo to cover incurred expenses.

Customs seizure date: 04/23/2007

Storage charges for the cargo will commence on 4/15/2007 as prescribed by our tariff at \$25.00 DAILY

Upon receipt of this notice, please contact: Lisa Burger

VIRGIN ISLANDS TRADE LANE
TELEPHONE: XXXXXXXXXX
FAX: XXXXXXXXXX

Proforma

Tropical Shipping, Co.

#4 Crown Bay Sand Fill P.O. Box 305077 St.Thomas USVI 00803 Telephone: [REDACTED] Fax [REDACTED]

Shipper / Exporter: <u>L5J, LLC</u> Mailing: <u>6100 RED HOOK QUARTERS B3</u> Physical: <u>ST-THOMAS USVI 00802</u> Telephone no.(daytime) [REDACTED] Alternate phone number [REDACTED]	Reference# _____ Date Submitted: _____
Consignee / Receiver: <u>JEFFREY R. EPSTEIN</u> Mailing: <u>358 EL BRILLO WAY</u> Physical: <u>PALM BEACH, FL 33480</u> Ultimate Destination: <u>RIVIERA BEACH, FL</u> (point Tropical ensure delivery to) Telephone # (daytime/work) [REDACTED] Alternate phone number _____	Customs Broker: <u>LUND & PULLARA INC</u> Forwarding Agent: _____ Trucking Co. _____
Notify Party and Address: Telephone # daytime/work _____ Alternate phone number _____	Also Notify: Telephone # daytime/work _____ Alternate phone number _____

SHIPMENT

Marks & Numbers	Quantity	Description of Goods	Weight	Measurements
	1	28' PROTECTOR BOAT ON A TRAILER	3,500 LBS	

Terms: Freight

Collect

Prepaid

Bill to _____

(SHADED AREAS FOR BANK USE ONLY)

BRANCH NO.	PREFIX	TEST KEY	DATE	TIME
TRANSFER TYPE:				
<input checked="" type="checkbox"/> WIRE	<input type="checkbox"/> CABLE	<input type="checkbox"/> DRAFT	<input type="checkbox"/> Mail to Customer	<input type="checkbox"/> Mail to Payee
<input type="checkbox"/> Send to Branch				
REP SIGNATURES (Complete appropriate boxes):				
KEY	MODIFY	MODIFY	APPROVE	
IF TRANSFERRING FOREIGN CURRENCY:				
CONTRACT NO	VALUE DATE	CONVERSION RATE	CONVERTED BY (Initials)	
TRANSFER AMOUNT:				
FOREIGN CURRENCY (TYPE AND AMOUNT)	TRADER'S NAME	U.S. DOLLARS	\$	37,633.05
NOTE:			ADDITIONAL FEES	\$
• Foreign currency amount multiplied by the exchange rate = U.S. dollar Amount.			TOTAL AMOUNT	\$ 37,633.05
• U.S. Dollar amount divided by the exchange rate = Foreign Currency Amount.				
METHOD OF PAYMENT:		INTERMEDIARY CORRESPONDENT BANK: (if necessary)		
DEBIT ACCOUNT NO.	DEBIT BRANCH/DEPT. NO.	ABA ROUTING NO./SWIFT CODE		
[REDACTED]	06			
NAME/ACCOUNT TITLE		BANK NAME		
LSJ, LLC				
MAILING ADDRESS:		ADDRESS		
c/o Financial Trust Co., Inc. 6100 Red Hook Quarter, B3				
PHYSICAL ADDRESS:		CITY, STATE, ZIP CODE, COUNTRY		
6100 Red Hook Quarter, B3				
CITY, STATE, ZIP CODE, COUNTRY				
St. Thomas, VI 00802-1348, USA				
TO: PAYEE/BENEFICIARY'S BANK		FOR: PAYEE/ACCOUNT OF ULTIMATE BENEFICIARY		
BANK CODE		ACCOUNT NO.		
[REDACTED]		[REDACTED]		
BANK NAME		NAME/ACCOUNT TITLE		
Fidelity Federal Bank & Trust		Lentine Marine		
ADDRESS		ADDRESS		
2980 Southeast Federal Highway		2901 SE Gran Parkway		
CITY, STATE, ZIP CODE, COUNTRY		CITY, STATE, ZIP CODE, COUNTRY		
Stuart, FL 34997, USA		Stuart, FL 34997, USA		
ORIGINATOR REFERENCE:		BENEFICIARY REFERENCE:		
SPECIAL INSTRUCTIONS: (Optional)				
THE UNDERSIGNED AGREES TO THE CONDITIONS ON THE REVERSE SIDE OF THIS APPLICATION.				
CUSTOMER'S TELEPHONE NO.		DATE OF APPLICATION		
[REDACTED]		2/26/2007		
CUSTOMER'S SIGNATURE		CUSTOMER'S SIGNATURE (If Applicable)		
[Signature]				
CUSTOMER'S TRANSFER REQUEST: (Complete appropriate boxes)				
<input type="checkbox"/> FAX	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> MAIL/MESSENGER	I.D. USED (Do not leave blank)
<input type="checkbox"/> CALL-BACK IF OVER \$ LIMIT:				<input type="checkbox"/> TELEPHONE/FAX AGREEMENT ON FILE
<input type="checkbox"/> By _____ <input type="checkbox"/> Spoke to _____ <input type="checkbox"/> Time _____				<input type="checkbox"/> ONE TIME ONLY TRANSACTION
TAKEN IN BY (Print Name)				<input type="checkbox"/> HOLD PLACED
INITIALS		TEST KEY CALCULATED BY (if different than taken in by)		INITIALS
BRANCH AUTHORIZED SIGNER (Print Name)		BRANCH TELEPHONE NO.		BRANCH AUTHORIZED SIGNATURE
		() -		

Records Listed For: **EMAD** from 02/23/2007 to 02/23/2007

F n	Message	Phone	Done
LESLEY 1:13PM	fine RE: Protector was tested today with 2 people on board and topped at 59 MPH. They cou... Original Message: Protector was tested today with 2 people on board and topped at 59 MPH. They could not get the new trailer for less than \$5,500 so they got a slightly used one for \$3,000. Invoice for the new engines, installation, clean up, painting, trailer and transportation to Tropical of boat and old engines is \$ 37,633.05.Is this ok to wire?		☐

Mark Checked Messages as Read

Add Message

Edit Messages

List Messages

Edit My Sent

Keyword Search

Search Callers

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LENTINE MARINE

901 SE GRAN PARK WAY
STUART FL 34997

Invoice

DATE	INVOICE #
2/17/2007	3147

BILL TO
LITTLE ST JAMES ISLAND 6100 RED HOOK QUARTERS B-3 ST THOMAS US VI 00802 C/O MR MILES ALEXANDER

P.O. NO.	TERMS	REP	PROJECT	BOAT	S/N	ENGINE	S/N #1	S/N #2	D.O.P.
QUANTITY	DESCRIPTION				RATE	LOCATION	AMOUNT		
1	RERIG F250 TWIN AND SS PROPS				31,686.00		31,686.00T		
1	SET MOTOR EXT PLATES				278.63		278.63T		
8	1/2 X 6 MACHINE BOLTS				7.00		56.00T		
8	SS/ STOP NUT				1.85		14.80T		
16	SS FLAT WASHER				0.32		5.12T		
1	DUAL TIE BAR KIT				315.00		315.00T		
2	RACOR FILTER				25.40		50.80T		
3.5	LABOR GLASS WORK RELOCATE TRIM TAB				98.00		343.00T		
1	USED TRIPLE AXEL TRAILER				3,000.00		3,000.00T		
1	BOTTOM PAINT BOAT				840.00		840.00T		
	Out-of-state sale, exempt from sales tax				0.00%		0.00		
						Total	\$36,589.35		

LENTINE MARINE

101 SE GRAN PARK WAY
STUART FL 34997



Invoice

DATE	INVOICE #
2/17/2007	3163

BILL TO
LITTLE ST JAMES ISLAND 6100 RED HOOK QUARTERS B-3 ST THOMAS US VI 00802 C/O MR MILLS ALEXANDER

P.O. NO.	TERMS	REP	PROJECT	BOAT	S/N	ENGINE	S/N #1	S/N #2	D.O.P.

QUANTITY	DESCRIPTION	RATE	LOCATION	AMOUNT
2	VALUE ON USED MOTORS Out-of-state sale, exempt from sales tax	4,000.00 0.00%		8,000.00 0.00

Total			\$8,000.00
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LENTINE MARINE

.901 SE GRAN PARK WAY
STUART FL 34997

Invoice

DATE	INVOICE #
2/17/2007	3151

BILL TO
LITTLE ST JOHN LLC
[REDACTED]

P.O. NO.	TERMS	REP	PROJECT	BOAT	S/N	ENGINE	S/N #1	S/N #2	D.O.P.
				PROTECTOR		YAMATA F...	6P3X1001788	6P2X1010233	

QUANTITY	DESCRIPTION	RATE	LOCATION	AMOUNT
1	ESTIMATE ON TRANSPORTING MOTORS TO FT LAUDERDALE	550.00		550.00T
1	DEMENSIONS BOAT W-118" h- 128" L- 414"	0.00		0.00T
1	DEMENSIONS OF MOTORS H-45" W- 35" L- 79"	0.00		0.00T
1	ESTIMATE ON TRANSPORTING BOAT AND MOTORS TO WEST PALM BEACH	430.00		430.00T
1	BOAT DEMENSIONS W-118" H- 128" L - 414"	0.00		0.00T
1	DEMENSUIONS OF MOTORS H-45" W- 35" L- 79"	0.00		0.00T
1	BOAT WEIGHT 5900LBS	0.00		0.00T
1	EACH MOTOR WEIGHT 475LBS	0.00		0.00T
	Sales Tax	6.50%		63.70

Total			\$1,043.70
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INSTRUCTIONS FOR WIRE TRANSFER FOR
LENTINE MARINE

ABA ROUTING # [REDACTED]

ACCOUNT# [REDACTED]

FIDELITY FEDERAL BANK & TRUST

BANK # [REDACTED]

BANK FAX # [REDACTED]

*2980
south east
federal highway
stuart FL 34997*

**LENTINE MARINE
2901 SE GRAN PARKWAY
STUART, FL 34997**
[REDACTED]

\$ 37,633.05

*LSJ
Project # 310*

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "L.S.J., LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

2884117 8300

070199934



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5448282

DATE: 02-21-07

EFTA00616609

**AFFIDAVIT FOR EXEMPTION OF BOAT SOLD FOR
REMOVAL FROM THE STATE OF FLORIDA BY A
NONRESIDENT PURCHASER**

STATE OF FLORIDA
COUNTY OF PALM BEACH AFFIDAVIT

1. I have read the Florida department of Revenue Rule 12A-1.007 (9), F.A.C., and a 212.05, F.S.: and
2. I am not a resident of the State of Florida and do not make my permanent place of abode in Florida at the time of taking delivery of the boat designated below; and
3. I am not engaged in Florida in any employment, trade, business, or profession which the designated boat will be used in Florida; and
4. I represent a corporation which has no officer or director who is resident of, or makes his permanent place of abode in, Florida; and
5. I represent an artificial entity other than a corporation which has no individual vested with authority to participate in the management, direction or control of the affairs of the entity who is a resident of, makes his or her permanent place of abode in, Florida; and
6. Within 30 days of the day of departure from Florida of the herein described boat, I agree to furnish the Florida Department of Revenue with written proof that this vessel was licensed, titled, registered or documented outside Florida; and
7. Within 10 days of the day of date of departure of the herein described vessel, I agree to furnish the Florida Department of Revenue with invoices for fuel, dockage, chargers, or repairs issued by out-of-state vendors or suppliers or other documentary evidence which specifically identifies this boat, including the Hull I.D. Numbers, and
8. I claim exemption under a 212.05(1)(a)2., F.S., from Florida sales and use tax on the purchase of the boat designated below for the following reason.
 - Boat herein identified and described is a 5 net tons of admeasurement or larger and I plan to have the boat in Florida for a period up to 90 days from the date of purchase. I hereby agree to purchase from the selling dealer at the time of sale a decal issued by the Florida Department of Revenue authorizing the boat to remain in Florida up to 90 days following the date of sale. I further agree to remove the boat from Florida within the 90 day period authorized by the decal and understand that the 90 day period may not be tolled for any reason including repairs.
 - Boat will be removed by me or by my designated agent from the State of Florida within 10 days of the date of purchase.
 - Boat is to be repaired or altered and will be removed from the State of Florida by me or by my designated agent within 20 days (excluding tolled days) after completion of the repairs or alterations consistent with a 212.05, F.S.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION

Name of Purchaser: L.S.J. LLC
 If purchaser is a Corporation or Partnership, List Corporate Officers or partners
 Purchaser's Permanent Address: 6100 Red Hook Quarters B3 City, State: St. Thomas, USVI 00802
 Purchaser's Daytime Telephone Number: _____
 Purchaser's Driver's License # and State: _____ Purchaser's Passport or Visa#: _____
 Name of Selling Dealer: Gilman Yacht Sales, Inc.
 Address of Selling Dealer: 1212-A U.S. Highway One, North Palm Beach, FL 33408
 Selling Dealer's Florida Sales and Use Tax Registration. Number: 60-8011987336-6 Dealers Telephone #: [REDACTED]
 Date of Sale: (MO Day Yr.) 02/21/07

DESCRIPTION OF BOAT

Make 28' Protector 2004 Model _____ Year 0
 Hull No. _____ New Used
 Name of Vessel (New) No Name (Ex) No Name Protector
 State/Country Registration and/or Coast Guard Documentation Number: 0
 Sale Price: \$ 75,000.00 Trade in Allowance _____ Net Amount Paid _____
 Ninety Day Decal #, if applicable (Affix Here): _____
 Primary Location of the vessel prior to removal: Palm Beach, FL

Under the penalties of perjury, I declare that I have read the foregoing, and the facts alleged are to the best of my knowledge and belief. I understand that if I fail to comply with requirements of this affidavit I will be liable for payment of the tax and a mandatory penalty equal to the Tax. I further understand that I may be subject to imprisonment of up to 1 year and a fine of up to \$1000.

 (Signature of Purchaser)
JEFFREY EPSTEIN
 MANAGING MEMBER

Sworn to and subscribed before me
 This 21 day of February, 2007
 Notary Public, State of Florida
 My commission expires: 2/17/10
 NOTARY SEAL
 Personally known ()
 Produced Identification () Type: _____

Original to be submitted to the Florida Department of Revenue, Bureau of Enforcement, Special Programs Section, 5050 West Tennessee Street, Building D, Tallahassee, Florida 32399-0100
 1st copy to be retained by the dealer and made part of the dealer's records
 2nd copy: Purchase's copy

HARRY I. BELLER
 Notary Public, State of New York
 No. _____
 Qualified in Rockland County
 Commission Expires Feb. 17, 2010

Harry I. Beller

GILMAN YACHTS™



Old Port Cove Marina
1212-A US Highway #1, North Palm Beach, Florida 33408
/ Fax: [REDACTED]

BUYER'S CLOSING STATEMENT

VESSEL *Name* **No Name Protector** **28' Protector 2004**
Hull # [REDACTED] *Date* 02/21/07
Title 91510660 *Closing Date* 02/21/07

Buyer **L.S.J. LLC**
6100 Red Hook Quarters B3
St. Thomas, USVI 00802

Seller **Thorne Donnelley, Jr**
622 N Flager Dr, Apt 504
West Palm Beach, FL 33401

Purchase Price [REDACTED] **\$75,000.00**

Purchase Price [REDACTED] **\$75,000.00**

6% Florida Sales Tax Removal to St Thomas, USVI **\$0.00**

Total Purchase Price [REDACTED] **\$75,000.00**

Deposits Received [REDACTED] **(\$7,500.00)**

TOTAL DUE AT CLOSING [REDACTED] **\$67,500.00**

Wire transfer from buyer to Gilman Yacht Sales, Inc. [REDACTED] **\$67,500.00**

L.S.J. LLC Date

Gilman Yachts Date

GILMAN YACHTS™



Old Port Cove Marina
1212-A US Highway #1 North Palm Beach, Florida 33408
/ Fax

AFFIDAVIT FOR ACCEPTANCE OF DELIVERY OUTSIDE OF FLORIDA

Date: 2/21/2007

Dealer or Seller:

Name: Thorne Donnelley, Jr

0

Address: 622 N Flager Dr, Apt 504 West Palm Beach, FL 33401
(street) (City) (state)

Purchaser:

Name: L.S.J. LLC

0

Address: 6100 Red Hook Quarters B3 St. Thomas, USVI 00802
(street) (City) (state)

Description of Vessel: 28' Protector 2004

Manufacturer Protector Boats Inc Model _____ Yr. 2004
Length 28' Hull No. _____ Doc/Reg. No. Title # 91510660
Price \$ \$75,000

I the undersigned(s) swear that the delivery of the boat mentioned above was accepted at _____ and that the boat listed hereon will not be used in Florida under conditions which will subject said boat to the Florida sales or use tax.

Witness

Buyer



Gilman Yacht Sales, Inc., 1212-A U.S. Highway # 1, North Palm Beach, Florida 33408
PHONE: [REDACTED] FAX: [REDACTED]

PURCHASE & SALES AGREEMENT

Agreement made this 12th day of February, 2007, between:

L.S.J. LLC
(Hereinafter referred to as Buyer)

and Owner of Record
(Hereinafter referred to as Seller)

1. The Buyer agrees to purchase and the Seller agrees to sell all rights, title and interest to the yacht or vessel described as:

NAME: **No Name** MAKE: **Protector** TYPE:
LENGTH: **28'** REGISTRATION NO.: DOCUMENTATION NO.:
HULL NO.: [REDACTED] MODEL YEAR: **2004**

2. The purchase price is **Seventy Five Thousand Dollars (\$75,000)**. Sum of **Seventy Five Thousand Dollars (\$75,000)** is hereby paid to the escrow account of the broker, acknowledged below, as a deposit toward the purchase price, and subject to the terms of this agreement; said funds to be cleared into said account following acceptance by Seller.

3. This offer to purchase shall be accepted by Seller, and written evidence thereof delivered to the selling broker on or before **February 13, 2007**, or this offer shall be deemed revoked and the deposit shall be returned to Buyer.

4. Written or telegraph acceptance or rejection of the vessel must be made by the buyer by **February 20, 2007**. Buyer's failure to exercise his right of acceptance or rejection as specified shall be construed as rejection. In the event of rejection the deposit shall be returned to Buyer after all expenses incurred by Buyer against vessel have been paid.

- 5. (a) The sale of the vessel is subject to: **N/A.**
- (b) In the event this sale is subject to survey, the Buyer acknowledges and agrees:
 - (I) He has selected a surveyor who is in his employ and is responsible solely to Buyer for any errors or omissions, notwithstanding the fact that the broker may have provided information and assisted the Buyer with hiring said surveyor.
 - (II) He shall instruct his agent or surveyors to examine and/or sea trial the vessel to insure the vessel meets the Buyer's requirements;
 - (III) All costs of the survey shall be at the expense of the Buyer, including but not limited to all associated costs such as haul out, dry dock charges and/or subcontractors, if applicable.
- (c) In the event that the sale of the vessel is subject to sea trial or trial run, the Seller agrees that any sea trial which he authorizes shall be made at Seller's sole risk and expense.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials J E

Seller(s) Initials _____

6. If vessel is destroyed prior to closing by an Act of God, or other cause, the contract shall become null and void and the deposit, less all expenses incurred in behalf of Buyer, shall be paid to Buyer.

7. In the event the closing is not consummated due to non-performance of Buyer, including but not limited to a failure of Buyer to pay moneys or execute all documents necessary to be executed by Buyer for completion of the purchase by the closing date, all deposit funds paid prior to closing shall be retained by the Seller and Broker as liquidated and agreed damages, and the parties shall be relieved of all obligations under this Agreement, with the exception of the obligation to pay a commission within 2 years after termination of this agreement as provided under paragraph 14 of this agreement. Buyer and Seller agree that the forfeited deposit shall be divided equally between the Seller and Broker(s) after all expenses incurred on behalf of Buyer against the vessel have been paid from the deposit

8. In the event the closing is not consummated due to non-performance of Seller regarding any of the covenants in this contract, all money paid or deposited pursuant to this contract by the Buyer shall be returned to the Buyer upon demand, less all expenses incurred on behalf of Buyer; or the Buyer shall have the right of specific performance. Upon Seller's default, the Seller shall forthwith pay to Broker(s) the full commission provided for under the terms of the listing contract.

9. The said vessel is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and the Seller warrants and will defend that he has good and marketable title thereto and will deliver to the Broker all necessary documents for transfer of title to the Buyer on or before the closing date, which is agreed to be on or before **February 28, 2007**. Final payment due at time of closing shall be in the form of cleared or negotiable funds acceptable to Seller. By the date of closing the vessel shall be delivered at **Riviera Beach, FL** together with all gear, machinery, equipment, furnishings and all other articles and appurtenances thereto agreed upon. (In the event the parties do not agree upon a specific inventory, Seller agrees to deliver the vessel with all items disclosed in the listing Broker's specification sheet or, if none, the selling brochure attached hereto and marked "Exhibit A".)

10. It is agreed by the parties that the risk of loss, damage or destruction of said vessel and equipment shall be borne by the Seller until the transaction is closed.

11. Sale or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be collected by the selling Broker at time of closing. Duties, taxes and/or fees on the vessel of any state, country, city, regulatory and/or taxing authority incurred prior to the date of closing of this transaction shall be the responsibility of the Seller and shall be paid by closing date. Seller shall further pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials J E

Seller(s) Initials _____

12. Information on the vessel is believed to be good and correct and the Broker offers such information in good faith, but does not and cannot guarantee the accuracy of the information. After the provisions herein have been compiled with and this transaction has been consummated, it is understood and agreed that the Buyer has accepted the vessel in its "as is" condition, and no warranty, either expressed or implied, and no representation as to the condition of said vessel has been or is binding upon Broker.

13. The Buyer is at least 18 years of age and is a citizen of U.S.

14. This contract shall be binding on all parties herein, their heirs, personal representatives and/or assigns when this contract shall have been signed by all parties or their duly authorized agents. Seller agrees not to sell the vessel or enter into any contract for the sale of same while this contract is in effect. If a sale is not consummated per the terms of this agreement, and the Buyer and Seller make direct arrangements between themselves within two years after this agreement is terminated for the transfer of ownership of the vessel, the Seller agrees to pay the Broker an amount identical to the commission the Broker would receive under the terms of the listing contract.

15. This document constitutes the entire agreement between the parties hereto and it is agreed and understood that there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in an addendum if attached.

16. If any dispute arises between the Buyer and Seller regarding this Agreement, said dispute will be submitted and settled in accordance with the rule of the American Arbitration Association, within the county of the office of the listing broker and the decision of the arbitrator(s) shall be final and binding. Parties further agree that in the event Broker(s) become party to any arbitration involving this agreement between Buyer and Seller, the non-prevailing party shall pay any costs for arbitration and/or legal fees incurred by Broker(s).

17. Seller agrees to sell the above-described vessel on the terms and conditions stated in the forgoing contract. The Seller and Buyer recognize and acknowledge Gilman Yacht Sales, Inc. as the authorized selling agency and Gilman Yacht Sales, Inc. as the listing agency.

18. Any funds due the Broker for storage, insurance, repairs and/or any other items accrued to the Seller's account shall be deducted from the Seller's net proceeds prior to disbursement of funds to the Seller.

19. It is acknowledged that this Agreement may be executed in counterparts which may be transmitted by telefax. Each counterpart shall be enforceable as if it were an original whether or not it contains an original or facsimile signature.

20. It is further agreed by the parties that: Seller shall pay any and all sums due as commission in connection with the sale of yacht written to Gilman Yacht Sales, Inc or any other agent or broker engaged by seller to sell the yacht.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials J E

Seller(s) Initials _____

IN WITNESS WHEREOF, the undersigned Buyer has executed this Purchase & Sale Agreement on the date indicated below and acknowledges receipt of a copy hereof.



Witness:

Buyer(s): L.S.J. LLC
Dated: _____, 20

SELLER ACCEPTANCE

The undersigned Seller accepts and agrees to sell the vessel on the above terms and conditions. Seller acknowledges receipt of copy of this Agreement and authorizes Gilman Yacht Sales, Inc. to deliver a signed copy hereof to Buyer:

Witness:

Seller(s): Thorne Donelley, Jr
Dated: February ___, 2007

DEPOSIT RECEIPT

Receipt of \$ 75,000 per paragraph 2 above is hereby acknowledged, in the form of wire transfer

By:

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials LD JE

Seller(s) Initials _____

(SHADED AREAS FOR BANK USE ONLY)					
ANCH NO.	PREFIX	TEST KEY	DATE	TIME	
TRANSFER TYPE:					
<input checked="" type="checkbox"/> WIRE	<input type="checkbox"/> CABLE	<input type="checkbox"/> DRAFT	<input type="checkbox"/> Mail to Customer	<input type="checkbox"/> Mail to Payee	<input type="checkbox"/> Send to Branch
REP SIGNATURES (Complete appropriate boxes):					
KEY	MODIFY	MODIFY	APPROVE		
IF TRANSFERRING FOREIGN CURRENCY:					
CONTRACT NO	VALUE DATE	CONVERSION RATE	CONVERTED BY (Initials)		
TRANSFER AMOUNT:					
FOREIGN CURRENCY (TYPE AND AMOUNT)		TRADER'S NAME	U.S. DOLLARS	\$	67,500.00
			ADDITIONAL FEES	\$	
			TOTAL AMOUNT	\$	67,500.00
NOTE:					
<ul style="list-style-type: none"> • Foreign currency amount multiplied by the exchange rate = U.S. dollar Amount. • U.S. Dollar amount divided by the exchange rate = Foreign Currency Amount. 					
METHOD OF PAYMENT:			INTERMEDIARY CORRESPONDENT BANK: (if necessary)		
DEBIT ACCOUNT NO.	DEBIT BRANCH/DEPT. NO.	ABA ROUTING NO./SWIFT CODE			
[REDACTED]	06	BANK NAME			
NAME/ACCOUNT TITLE		ADDRESS			
LSJ, LLC		ADDRESS			
MAILING ADDRESS:		CITY, STATE, ZIP CODE, COUNTRY			
c/o Financial Trust Co., Inc. 6100 Red Hook Quarter, B3		CITY, STATE, ZIP CODE, COUNTRY			
PHYSICAL ADDRESS:		FOR: PAYEE/ACCOUNT OF ULTIMATE BENEFICIARY			
6100 Red Hook Quarter, B3		ACCOUNT NO.			
CITY, STATE, ZIP CODE, COUNTRY		NAME/ACCOUNT TITLE			
St. Thomas, VI 00802-1348, USA		Gllman Yacht Sales Client Escrow Account			
TO: PAYEE/BENEFICIARY'S BANK		ADDRESS			
BANK CODE	1212-A U.s. Highway #1				
[REDACTED]	CITY, STATE, ZIP CODE, COUNTRY				
BANK NAME	North Palm Beach, Florida 33408				
Wachovia Bank N. A.	BENEFICIARY REFERENCE:				
ADDRESS					
214 Hogan Street					
CITY, STATE, ZIP CODE, COUNTRY					
Jacksonville, FL 32202					
ORIGINATOR REFERENCE:					
SPECIAL INSTRUCTIONS: (Optional)					
THE UNDERSIGNED AGREES TO THE CONDITIONS ON THE REVERSE SIDE OF THIS APPLICATION.					
CUSTOMER'S TELEPHONE NO.			DATE OF APPLICATION		
(340) 775-2525			2/21/2007		
CUSTOMER'S SIGNATURE			CUSTOMER'S SIGNATURE (if Applicable)		
CUSTOMER'S TRANSFER REQUEST: (Complete appropriate boxes)					
<input type="checkbox"/> FAX	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> MAIL/MESSENGER	I.D. USED (Do not leave blank)	<input type="checkbox"/> TELEPHONE/FAX AGREEMENT ON FILE
<input type="checkbox"/> CALL-BACK IF OVER \$ LIMIT:					<input type="checkbox"/> ONE TIME ONLY TRANSACTION
<input type="checkbox"/> By _____ <input type="checkbox"/> Spoke to _____ <input type="checkbox"/> Time _____					<input type="checkbox"/> HOLD PLACED
TAKEN IN BY (Print Name)		INITIALS	TEST KEY CALCULATED BY (if different than taken in by)		INITIALS
BRANCH AUTHORIZED SIGNER (Print Name)		BRANCH TELEPHONE NO.	BRANCH AUTHORIZED SIGNATURE		
		() -			

Records Listed For: **EMAD** from 02/20/2007 to 02/20/2007

f m	Message	Phone	Done
LESLEY 10:43AM	fine to pay RE: The Protector is a 2004 not a 2005. They are looking to have the balance of \$67... Original Message: The Protector is a 2004 not a 2005. They are looking to have the balance of \$67,500 wired to complete the purchase. Engines will be paid to a different vendor. Can I wire the balance?		☐

Mark Checked Messages as Read

Add Message

Edit Messages

List Messages

Edit My Sent

Keyword Search

Search Callers

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“No Name” 28’ Protector 2006

EQUIPMENT LIST

- VHF Icon radio
- Raymarine – radar, GPS, depth finder
- All Coast Guard required equipment, including fire extinguisher
- Yamaha – gas powered 4 stroke twin 150’s - only 51 total hours

Vessel is in Brand New Condition

Contact listing broker Gary Danziger at: 

(SHADED AREAS FOR BANK USE ONLY)				
BRANCH NO.	PREFIX	TEST KEY	DATE	TIME
TRANSFER TYPE:				
<input checked="" type="checkbox"/> WIRE	<input type="checkbox"/> CABLE	<input type="checkbox"/> DRAFT	<input type="checkbox"/> Mail to Customer	<input type="checkbox"/> Mail to Payee
<input type="checkbox"/> Send to Branch				
REP SIGNATURES (Complete appropriate boxes):				
KEY	MODIFY	MODIFY	APPROVE	
IF TRANSFERRING FOREIGN CURRENCY:				
CONTRACT NO	VALUE DATE	CONVERSION RATE	CONVERTED BY (Initials)	
TRANSFER AMOUNT:				
FOREIGN CURRENCY (TYPE AND AMOUNT)	TRADER'S NAME	U.S. DOLLARS	\$	7,500.00
NOTE:		ADDITIONAL FEES	\$	
• Foreign currency amount multiplied by the exchange rate = U.S. dollar Amount.		TOTAL AMOUNT	\$	7,500.00
• U.S. Dollar amount divided by the exchange rate = Foreign Currency Amount.				
METHOD OF PAYMENT:		INTERMEDIARY CORRESPONDENT BANK: (if necessary)		
DEBIT ACCOUNT NO.	DEBIT BRANCH/DEPT. NO.	ABA ROUTING NO./SWIFT CODE		
[REDACTED]	06			
NAME/ACCOUNT TITLE		BANK NAME		
LSJ, LLC				
MAILING ADDRESS:		ADDRESS		
c/o Financial Trust Co., Inc. 6100 Red Hook Quarter, B3				
PHYSICAL ADDRESS:		CITY, STATE, ZIP CODE, COUNTRY		
6100 Red Hook Quarter, B3				
CITY, STATE, ZIP CODE, COUNTRY		CITY, STATE, ZIP CODE, COUNTRY		
St. Thomas, VI 00802-1348, USA				
TO: PAYEE/BENEFICIARY'S BANK		FOR: PAYEE/ACCOUNT OF ULTIMATE BENEFICIARY		
BANK CODE		ACCOUNT NO.		
[REDACTED]		[REDACTED]		
BANK NAME		NAME/ACCOUNT TITLE		
Wachovia Bank N. A.		Gilman Yacht Sales Client Escrow Account		
ADDRESS		ADDRESS		
214 Hogan Street		1212-A U.s. Highway #1		
CITY, STATE, ZIP CODE, COUNTRY		CITY, STATE, ZIP CODE, COUNTRY		
Jacksonville, FL 32202		North Palm Beach, Florida 33408		
ORIGINATOR REFERENCE:		BENEFICIARY REFERENCE:		
SPECIAL INSTRUCTIONS: (Optional)				
THE UNDERSIGNED AGREES TO THE CONDITIONS ON THE REVERSE SIDE OF THIS APPLICATION.				
CUSTOMER'S TELEPHONE NO.		DATE OF APPLICATION		
[REDACTED]				
CUSTOMER'S SIGNATURE		CUSTOMER'S SIGNATURE (if Applicable)		
[Signature]				
CUSTOMER'S TRANSFER REQUEST: (Complete appropriate boxes)				
<input type="checkbox"/> FAX	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> MAIL/MESSENGER	I.D. USED (Do not leave blank)
<input type="checkbox"/> CALL-BACK IF OVER S LIMIT:				<input type="checkbox"/> TELEPHONE/FAX AGREEMENT ON FILE
<input type="checkbox"/> By _____ Spoke to _____ Time _____				<input type="checkbox"/> ONE TIME ONLY TRANSACTION
				<input type="checkbox"/> HOLD PLACED
TAKEN IN BY (Print Name)		INITIALS	TEST KEY CALCULATED BY (if different than taken in by)	INITIALS
BRANCH AUTHORIZED SIGNER (Print Name)		BRANCH TELEPHONE NO.	BRANCH AUTHORIZED SIGNATURE	
		() -		



Gilman Yacht Sales, Inc., 1212-A U.S. Highway # 1, North Palm Beach, Florida 33408
PHONE: [REDACTED] FAX: [REDACTED]

PURCHASE & SALES AGREEMENT

Agreement made this 12th day of February, 2007, between:

Little St James Island, LLC
(Hereinafter referred to as Buyer)

and Owner of Record
(Hereinafter referred to as Seller)

1. The Buyer agrees to purchase and the Seller agrees to sell all rights, title and interest to the yacht or vessel described as:

NAME: **No Name** MAKE: **Protector** TYPE:
LENGTH: **28'** REGISTRATION NO.: DOCUMENTATION NO.:
HULL NO.. MODEL YEAR: **2005**

2. The purchase price is Seventy Five Thousand Dollars (\$75,000). Sum of Seven thousand Five Hundred Dollars (\$7,500) is hereby paid to the escrow account of the broker, acknowledged below, as a deposit toward the purchase price, and subject to the terms of this agreement; said funds to be cleared into said account following acceptance by Seller.

3. This offer to purchase shall be accepted by Seller, and written evidence thereof delivered to the selling broker on or before February 13, 2007, or this offer shall be deemed revoked and the deposit shall be returned to Buyer.

4. Written or telegraph acceptance or rejection of the vessel must be made by the buyer by February 20, 2007. Buyer's failure to exercise his right of acceptance or rejection as specified shall be construed as rejection. In the event of rejection the deposit shall be returned to Buyer after all expenses incurred by Buyer against vessel have been paid.

5. (a) The sale of the vessel is subject to: N/A.

(b) In the event this sale is subject to survey, the Buyer acknowledges and agrees:

(I) He has selected a surveyor who is in his employ and is responsible solely to Buyer for any errors or omissions, notwithstanding the fact that the broker may have provided information and assisted the Buyer with hiring said surveyor.

(II) He shall instruct his agent or surveyors to examine and/or sea trial the vessel to insure the vessel meets the Buyer's requirements;

(III) All costs of the survey shall be at the expense of the Buyer, including but not limited to all associated costs such as haul out, dry dock charges and/or subcontractors, if applicable.

(c) In the event that the sale of the vessel is subject to sea trial or trial run, the Seller agrees that any sea trial which he authorizes shall be made at Seller's sole risk and expense.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials _____

Seller(s) Initials [Signature]

6. If vessel is destroyed prior to closing by an Act of God, or other cause, the contract shall become null and void and the deposit, less all expenses incurred in behalf of Buyer, shall be paid to Buyer.

7. In the event the closing is not consummated due to non-performance of Buyer, including but not limited to a failure of Buyer to pay moneys or execute all documents necessary to be executed by Buyer for completion of the purchase by the closing date, all deposit funds paid prior to closing shall be retained by the Seller and Broker as liquidated and agreed damages, and the parties shall be relieved of all obligations under this Agreement, with the exception of the obligation to pay a commission within 2 years after termination of this agreement as provided under paragraph 14 of this agreement. Buyer and Seller agree that the forfeited deposit shall be divided equally between the Seller and Broker(s) after all expenses incurred on behalf of Buyer against the vessel have been paid from the deposit.

8. In the event the closing is not consummated due to non-performance of Seller regarding any of the covenants in this contract, all money paid or deposited pursuant to this contract by the Buyer shall be returned to the Buyer upon demand, less all expenses incurred on behalf of Buyer; or the Buyer shall have the right of specific performance. Upon Seller's default, the Seller shall forthwith pay to Broker(s) the full commission provided for under the terms of the listing contract.

9. The said vessel is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and the Seller warrants and will defend that he has good and marketable title thereto and will deliver to the Broker all necessary documents for transfer of title to the Buyer on or before the closing date, which is agreed to be on or before February 28, 2007. Final payment due at time of closing shall be in the form of cleared or negotiable funds acceptable to Seller. By the date of closing the vessel shall be delivered at Riviera Beach, FL together with all gear, machinery, equipment, furnishings and all other articles and appurtenances thereto agreed upon. (In the event the parties do not agree upon a specific inventory, Seller agrees to deliver the vessel with all items disclosed in the listing Broker's specification sheet or, if none, the selling brochure attached hereto and marked "Exhibit A".)

10. It is agreed by the parties that the risk of loss, damage or destruction of said vessel and equipment shall be borne by the Seller until the transaction is closed.

11. Sale or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be collected by the selling Broker at time of closing. Duties, taxes and/or fees on the vessel of any state, country, city, regulatory and/or taxing authority incurred prior to the date of closing of this transaction shall be the responsibility of the Seller and shall be paid by closing date. Seller shall further pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) Initials _____

Seller(s) Initials LT

12. Information on the vessel is believed to be good and correct and the Broker offers such information in good faith, but does not and cannot guarantee the accuracy of the information. After the provisions herein have been complied with and this transaction has been consummated, it is understood and agreed that the Buyer has accepted the vessel in its "as is" condition, and no warranty, either expressed or implied, and no representation as to the condition of said vessel has been or is binding upon Broker.

13 The Buyer is at least 18 years of age and is a citizen of U.S.

14. This contract shall be binding on all parties herein, their heirs, personal representatives and/or assigns when this contract shall have been signed by all parties or their duly authorized agents. Seller agrees not to sell the vessel or enter into any contract for the sale of same while this contract is in effect. If a sale is not consummated per the terms of this agreement, and the Buyer and Seller make direct arrangements between themselves within two years after this agreement is terminated for the transfer of ownership of the vessel, the Seller agrees to pay the Broker an amount identical to the commission the Broker would receive under the terms of the listing contract

15. This document constitutes the entire agreement between the parties hereto and it is agreed and understood that there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in an addendum if attached.

16. If any dispute arises between the Buyer and Seller regarding this Agreement, said dispute will be submitted and settled in accordance with the rule of the American Arbitration Association, within the county of the office of the listing broker and the decision of the arbitrator(s) shall be final and binding. Parties further agree that in the event Broker(s) become party to any arbitration involving this agreement between Buyer and Seller, the non-prevailing party shall pay any costs for arbitration and/or legal fees incurred by Broker(s).

17. Seller agrees to sell the above-described vessel on the terms and conditions stated in the forgoing contract. The Seller and Buyer recognize and acknowledge Gilman Yacht Sales, Inc. as the authorized selling agency and Gilman Yacht Sales, Inc as the listing agency.

18. Any funds due the Broker for storage, insurance, repairs and/or any other items accrued to the Seller's account shall be deducted from the Seller's net proceeds prior to disbursement of funds to the Seller.

19. It is acknowledged that this Agreement may be executed in counterparts which may be transmitted by telefax. Each counterpart shall be enforceable as if it were an original whether or not it contains an original or facsimile signature.

20. It is further agreed by the parties that: N/A.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) initials _____

Seller(s) initials *JD*

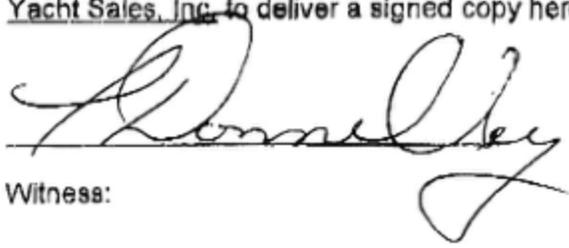
IN WITNESS WHEREOF, the undersigned Buyer has executed this Purchase & Sale Agreement on the date indicated below and acknowledges receipt of a copy hereof.

Witness:

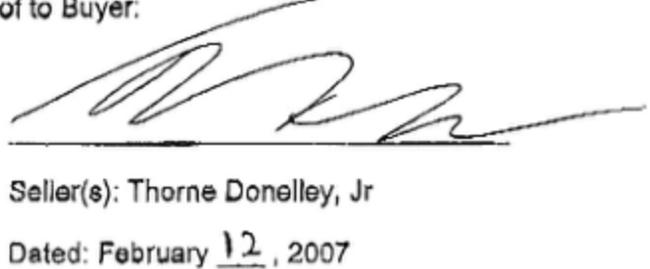
Buyer(s): Little St James Island LLC
Dated: _____, 20

SELLER ACCEPTANCE

The undersigned Seller accepts and agrees to sell the vessel on the above terms and conditions. Seller acknowledges receipt of copy of this Agreement and authorizes Gilman Yacht Sales, Inc. to deliver a signed copy hereof to Buyer.



Witness:



Seller(s): Thorne Donelley, Jr
Dated: February 12, 2007

DEPOSIT RECEIPT

Receipt of \$ 7,500 per paragraph 2 above is hereby acknowledged, in the form of wire transfer

By:

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Buyer(s) initials _____

Seller(s) initials _____