

# BILL OF SALE AND AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, this Bill of Sale and Agreement is hereby made on October 7, 2013, by and between LSJE, LLC, with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 (hereinafter referred to as "Seller"), and Mackchesney Appleton, with an address at Estate Tutu 148-6, St. Thomas, USVI 00802 (hereinafter referred to as "Buyer").

## Sale and Purchase

Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases and acquires from Seller, the following 2001 International 4700 Dump Truck (hereinafter referred to as the "2001 Dump Truck"):

**Make/Model:** International 4700

**Year:** 2001

**Color:** White/Black

**VIN Number:** 1HTSCAAN31H366749

## Purchase Price and Payment

The purchase price is FOUR THOUSAND DOLLARS (\$4,000.00) for the 2001 Dump Truck, which equipment the Buyer is receiving in "as-is, where-is and with all faults" condition, upon Buyer's payment of said purchase price in full via certified check payable to "LSJE, LLC."

## Seller's Warranties; Buyer's Assumption of Liability

Seller hereby covenants, represents and warrants that the 2001 Dump Truck is free and clear of all liens and encumbrances. Seller is the lawful owner of said equipment. Buyer hereby assumes full liability and responsibility and becomes immediately liable and responsible for the 2001 Dump Truck, and hereby releases Seller from and agrees to indemnify Seller against any liability or responsibility connected with said vehicle. Buyer hereby agrees to pay any and all bills, costs and expenses in respect of the 2001 Dump Truck that are incurred from and after the date and time of signing of this Bill of Sale and Agreement.

## "As Is"

It is understood and agreed by Buyer that the 2001 Dump Truck is hereby sold by Seller and accepted by Buyer in "as is, where-is and with all faults" condition, that there are no representations or warranties in respect of the 2001 Dump Truck that are not expressly stated in this Bill of Sale and Agreement, and that no representations or warranties in respect of the 2001 Dump Truck, other than the specific representations and warranties expressly set forth in writing in this Bill of Sale and Agreement, are to be inferred or implied. Except for the specific representations and warranties expressly set forth in this Bill of Sale and Agreement, Seller hereby disclaims and Buyer hereby renounces any and all warranties or representations of any kind or nature whatsoever, express or implied, whether arising in law, in equity, in contract or in tort, and including, without limitation, any implied warranty of merchantability, design, condition or fitness for a particular purpose.

Seller:  
LSJE, LLC

By: Jeanne Brunson Date 10/7/13

Buyer:  
Mackchesney Appleton Date 10/17/13  
MACKCHESNEY APPLETON

Notary Daphne Louise Wallace

Subscribed and Sworn before me

this 7TH day of

OCTOBER, 2013