

# BILL OF SALE AND AGREEMENT

This Bill of Sale and Agreement is hereby made as of this 22nd day of August 2018 by and between LSJE, LLC, with an address at 575 Lexington Avenue, New York, NY 10022 (hereinafter referred to as "Seller"), and LSJE, LLC, with an address at 6100 Red Hook Quarter B3, St. Thomas, 00802 (herein after referred to as "Buyer").

## Sale and Purchase

Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases and acquires from Seller, that certain 2018 Caterpillar 272D2 (hereinafter referred to as the "2018 Caterpillar 272"), to wit:

**Make/Model:** Caterpillar 272D2

**Year:** 2018

**Serial Number:** CAT0272DLMD200983

**Stock Number:** C92119

## Purchase Price and Payment

The purchase price for the 2018 Caterpillar 272, which the Buyer has received in "as-is, where-is" condition, is **SIXTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 36/100 DOLLARS (US \$68,857.36)**, with receipt of payment in full from Buyer hereby acknowledged by Seller.

## Delivery of the 2018 Caterpillar 272

Buyer hereby acknowledges receipt of delivery from Seller on August 22, 2018. Buyer has accepted the 2018 Caterpillar 272 in its "As-Is, Where-Is" condition and "With All Faults."

## Seller's Warranties

Seller hereby covenants, represents and warrants to Buyer that prior to transfer of the 2018 Caterpillar 272 from Seller to Buyer, Seller was the lawful and exclusive owner of the 2018 Caterpillar 272 and is hereby transferring good and marketable title in and to the 2018 Caterpillar 272 to Buyer free and clear of all liens, claims and encumbrances of every kind, nature or description whatsoever. Buyer hereby assumes full liability and responsibility for the 2018 Caterpillar 272 and hereby releases Seller from any responsibility or liability whatsoever connected with 2018 Caterpillar 272 that may arise from and after the date hereof out of circumstances occurring from and after the date hereof.

## "As Is"

It is understood that the 2018 Caterpillar 272 is sold in "as is, where-is" condition and "with all faults", that, except as otherwise expressly provided herein, no warranties, whether 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, are to be inferred or implied, that any warranty with respect to the 2018 Caterpillar 272 by Seller or any agent or representative thereof must be expressly provided in this Bill of Sale or it is not valid, and that, except as expressly provided herein, Seller hereby disclaims any and all such warranties.

Seller: LSJE, LLC  
575 Lexington Avenue  
New York, NY 10022

Buyer: LSJE, LLC  
6100 Red Hook Quarter B3  
St. Thomas, VI 00802

By: \_\_\_\_\_  
Name: Jeffrey E. Epstein  
Title: Owner

By: \_\_\_\_\_  
Name: Jeffrey E. Epstein  
Title: Owner

Date: August 22, 2018

Date: August 22, 2018

Notary: Daphne Wallace

Notary: Daphne Wallace

NOTARY PUBLIC  
Name: Daphne Wallace  
My Commission Expires: December 29, 2021  
NP Commission #: NP-101-17  
St. Thomas/St. John, USVI District

NOTARY PUBLIC  
Name: Daphne Wallace  
My Commission Expires: December 29, 2021  
NP Commission #: NP-101-17  
St. Thomas/St. John, USVI District

# BILL OF SALE AND AGREEMENT

This Bill of Sale and Agreement is hereby made as of this 22nd day of August 2018 by and between Zorro Ranch LLC, with an address at 575 Lexington Avenue, New York, NY 10022 (hereinafter referred to as "Seller"), and LSJE, LLC, with an address at 575 Lexington Avenue, New York, NY 10022 (herein after referred to as "Buyer").

## Sale and Purchase

Seller hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases and acquires from Seller, that certain 2018 Caterpillar 272D2 (hereinafter referred to as the "2018 Caterpillar 272"), to wit:

**Make/Model:** Caterpillar 272D2

**Year:** 2018

**Serial Number:** CAT0272DLMD200983

**Stock Number:** C92119

## Purchase Price and Payment

The purchase price for the 2018 Caterpillar 272, which the Buyer has received in "as-is, where-is" condition, is SIXTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 36/100 DOLLARS (US \$68,857.36), with receipt of payment in full from Buyer hereby acknowledged by Seller.

## Delivery of the 2018 Caterpillar 272

Buyer hereby acknowledges receipt of delivery from Seller on August 22, 2018. Buyer has accepted the 2018 Caterpillar 272 in its "As-Is, Where-Is" condition and "With All Faults."

## Seller's Warranties

Seller hereby covenants, represents and warrants to Buyer that prior to transfer of the 2018 Caterpillar 272 from Seller to Buyer, Seller was the lawful and exclusive owner of the 2018 Caterpillar 272 and is hereby transferring good and marketable title in and to the 2018 Caterpillar 272 to Buyer free and clear of all liens, claims and encumbrances of every kind, nature or description whatsoever. Buyer hereby assumes full liability and responsibility for the 2018 Caterpillar 272 and hereby releases Seller from any responsibility or liability whatsoever connected with 2018 Caterpillar 272 that may arise from and after the date hereof out of circumstances occurring from and after the date hereof.

## "As Is"

It is understood that the 2018 Caterpillar 272 is sold in "as is, where-is" condition and "with all faults", that, except as otherwise expressly provided herein, no warranties, whether 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, are to be inferred or implied, that any warranty with respect to the 2018 Caterpillar 272 by Seller or any agent or representative thereof must be expressly provided in this Bill of Sale or it is not valid, and that, except as expressly provided herein, Seller hereby disclaims any and all such warranties.

Seller: ZORRO RANCH LLC  
575 Lexington Avenue  
New York, NY 10022

Buyer: LSJE, LLC  
575 Lexington Avenue  
New York, NY 10022

By: \_\_\_\_\_  
Name: Jeffrey E. Epstein  
Title: Owner

By: \_\_\_\_\_  
Name: Jeffrey E. Epstein  
Title: Owner

Date: August 22, 2018

Date: August 22, 2018

Notary: Daphne Wallace

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Name: Daphne Wallace  
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St. Thomas/St. John, USVI District



SALES AGREEMENT

DATE Aug 22, 2018

WARREN CAT, PO BOX 60662, MIDLAND, TX 79711-0622 Phone [REDACTED]

PURCHASER	STREET	575 LEXINGTON AVE. FL 4		F.O.B. AT: <u>Amerville</u>
	CITY/STATE	NEW YORK, NY	COUNTY BROOK	
	POSTAL CODE	10022	PHONE NO. 212-971-1304	
	CUSTOMER	EQUIPMENT	RICHARD KAHN	
	CONTACT:	PRODUCT SUPPORT	RICHARD KAHN	
INDUSTRY CODE: _____ PRINCIPAL WORK CODE _____				

CUSTOMER NUMBER	NON-OBS	Sales Tax Exemption # (if applicable)	TXAG2204120115	CUSTOMER PO NUMBER
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PAYMENT TERMS:		All items and payments are subject to Finance Company - CAC approval			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CRC <input type="checkbox"/>	LEASE <input type="checkbox"/>	
CASH WITH ORDER	168,857.36	BALANCE TO FINANCE	50.00	CONTRACT INTEREST RATE	0%
PAYMENT PERIOD		PAYMENT AMOUNT	50.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 272D2 XHP	YEAR: 2018	
STOCK NUMBER: C92119	SERIAL NUMBER: CAT0272D2JMD200983		
272D2 XHP 6X1D STEER LOADER	435-8112	INSPECTIONS, ANSI, USA	415-8E40
CONVERSION ARRANGEMENT	421-8340	LOAD 3 01/18	01-9003
CERTIFICATION ARR. P85	563-1163	Cat 81" Bucket	
FLAM. RFLP LEVEL, ANSI	435-8228		
FLAM. RIDE CONTROL, ANSI	422-3445		
DOOR, CAB, POLYCARBONATE	345-6261		
RADIO, AM/FM, BLUETOOTH	345-6180		
LIGHTS, LED	495-1471		
SEAT BELT, 2"	258-1095		
PRODUCT LINK, CELLULAR P-240	441-4816		
FAN, COOLING, DEMAND, REVERSING	457-2825		
TIRES, 24/27.5 CAT 149R	331-2490		
QUICK COUPLER, HYDRAULIC	515-8592		
SERIALIZED TECHNICAL MEDIA KIT	421-8920		
HEATER, ENGINE COOLANT, 120V	345-1356		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	568,752.17
			Max Balance Due	568,752.17
			NET: NET POTTER/PAHOL TAX (0.1371)	5105.19
			After Tax Balance	568,857.36

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

GROSS TRADE ALLOWANCE \_\_\_\_\_

PAYOUT TO \_\_\_\_\_ AMOUNT OWING \_\_\_\_\_

CUSTOMER TO PAYOUT  WARREN CAT TO PAY OUT

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL \_\_\_\_\_

The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.  
Standard 12 Month Unlimited Hours Full Machine Coverage

USED EQUIPMENT WARRANTY

INITIAL \_\_\_\_\_

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:  
Warranty applicable: \_\_\_\_\_

CSA: \_\_\_\_\_

NOTES: \_\_\_\_\_

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement in respect such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

WARREN CAT

ORDER RECEIVED BY Jay West APPROVED AND ACCEPTED BY Richard Kahn PURCHASER

REPRESENTATIVE WARREN CAT FURNISHER

BY \_\_\_\_\_ SIGNATURE

DATE \_\_\_\_\_