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LLC, Investment Club, or Partnership Account Application

PO Box 2760 - Omaha, NE 68103-2760
Fax: 866-468-6268

Questions? Call a New Accounts representative at 800-276-8746.
Please visit us at www.tdameritrade.com for more information about opening an account.

In this agreement, "Account Owner," "I," and "my" refer to the entity for which this account is established and/or the natural person(s) authorized to represent and act on behalf of the entity. "You" or "Your" or "TD Ameritrade" means TD Ameritrade, Inc.

1. TYPE OF ACCOUNT (Please select only one. Additional paperwork may be required.)

- Limited Liability Company** - Enter the tax classification (C=C corporation, S=S corporation, P= partnership). By checking this box, the undersigned managing members of the below-named Limited Liability Company (LLC) duly organized under the laws of the state/province listed below hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 ("Authorized Agents"), or any one of them, as the LLC's agents and attorneys-in-fact.
 - Check here if you are single member LLC.
 - Check here if an individual retirement account or IRA is a member of the LLC (hereinafter, "IRA, LLC").
- Investment Club** - By checking this box, the undersigned members of the Investment Club listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned members hereby authorize the parties listed in Section 5 (the "Authorized Agents"), or any one of them, as their agents and attorneys-in-fact.
- Partnership** - By checking this box, the undersigned general partners of a duly organized Partnership under the laws of the state/province and the name listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 of this application ("Authorized Agents"), or any one of them, as the Partnership's agents and attorneys-in-fact.
- Limited Partnership** - By checking this box, the undersigned general partners of a duly organized Partnership under the laws of the state/province and the name listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 of this application ("Authorized Agents"), or any one of them, as the Partnership's agents and attorneys-in-fact.

2. FUNDING YOUR ACCOUNT

Please consult the TD Ameritrade Account Handbook for funding guidelines.

I will be funding with:

- A check. Please make check payable to TD Ameritrade Clearing, Inc.
- A wire transfer to be initiated after account opening. Please contact TD Ameritrade prior to initiating a wire transfer.
- A transfer of assets from an existing account. Please complete and include an Account Transfer Form and a copy of your most recent statement.
- A transfer from an existing TD Ameritrade account. Please complete and include an Internal Transfer Form.
- Stock certificates. Please contact TD Ameritrade prior to submitting certificates.

We will require a copy of the appropriate Trade Authorization form if you are funding this account with physical stock certificates. For a Limited Liability Company account, we will need to receive a completed Trading Authorization for Limited Liability Company Account form. For an Investment Club, we will need to receive a completed Trading Authorization for Investment Club Account form. For a Partnership or Limited Partnership account, we will need to receive a completed Trading Authorization for Partnership Account form.

3. ENTITY INFORMATION

Title of Entity: **Southern Financial LLC**

Tax ID Number: **66-0798182**
(U.S. Social Security Number, if applicable)

Name Prefix (optional): Mr. Mrs. Ms. Dr. Rev.

Contact Name: **Jeffrey Epstein** Relationship to Entity: **Manager**

Business Address: **6100 Red Hook Quarter B3**
(no PO box or mail drop)

City: **St. Thomas** State: **USVI** ZIP Code: **00802**

Mailing Address: (if different from above)

City: _____ State: _____ ZIP Code: _____

Primary Phone: **340 775 2525** Secondary Phone: _____ Ex Number: **775 2528**

Email Address (required for electronic delivery of your account statement and trade confirmations): **jabwcpa@gmail.com**



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<input checked="" type="checkbox"/> U.S. Entity <input type="checkbox"/> Foreign Entity-Country of Formation: (complete appropriate Form W-8)	State/Province of Formation/Organization: US Virgin Islands
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Type of Business: Holds Personal Assets	Is this a Pooled Investment Vehicle? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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If this entity is a publicly traded company, please specify the stock symbol:

4. AFFILIATIONS

Check here if any Partner/Authorized Agent, any member of their immediate family, or any business associate of theirs is a senior political figure (SPF). Specify the name of the Authorized Agent, the name of the SPF, political title, relationship to the Authorized Agent, and country of office:

Check here if any Partner/Authorized Agent is a director, 10% shareholder, or policy-making officer of a publicly traded company. Specify the name of the Authorized Agent, the company ticker symbol, name, address, city, and state/province:

Check here if any Partner/Authorized Agent is licensed or employed by a registered broker/dealer, securities exchange, or member of a securities exchange. You must receive a compliance letter along with this application. Specify the name of the Authorized Agent:

5. PARTNER/AUTHORIZED AGENT ONLY

Name Prefix (optional): Mr. Mrs. Ms. Dr. Rev.

Full Legal Name:
Jeffrey Epstein

Date of Birth: (MM-DD-YYYY)	U.S. Social Security Number (SSN)*
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Home Address:
(no PO box or mail drop) Little St. James Island

City: St. Thomas	State: USVI	ZIP Code: 0 0 8 0 2
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Please specify if you are:
 Unemployed Retired Homemaker Student Self-Employed

Source of Income (if retired or unemployed):
Financier

Employer Name: Southern Trust Company, Inc.	Occupation/Type of Business: Financier/Consulting
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Employer Street Address:
6100 Red Hook Quarter B3

City: St. Thomas	State: USVI	ZIP Code: 0 0 8 0 2
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PARTNER/AUTHORIZED AGENT ONLY

Name Prefix (optional): Mr. Mrs. Ms. Dr. Rev.

Full Legal Name:

Date of Birth: (MM-DD-YYYY)	U.S. Social Security Number: (SSN)*
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Home Address:
(no PO box or mail drop)

City:	State:	ZIP Code:
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Please specify if you are:
 Unemployed Retired Homemaker Student Self-Employed

Source of Income (if retired or unemployed):

Employer Name:	Occupation/Type of Business:
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Employer Street Address:

City:	State:	ZIP Code:
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PARTNER/AUTHORIZED AGENT ONLY

Name Prefix (optional): Mr. Mrs. Ms. Dr. Rev.

Full Legal Name:

Date of Birth: (MM-DD-YYYY)	U.S. Social Security Number: (SSN)*
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Home Address:
(no PO box or mail drop)

City:	State:	ZIP Code:
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Please specify if you are: Unemployed Retired Homemaker Student Self-Employed

Source of Income (if retired or unemployed):

Employer Name: Occupation/Type of Business:

Employer Street Address:

City: State: ZIP Code:

Please make additional copies if necessary. *If none, I will submit a photocopy of my passport.

6. TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS

I understand that I will receive monthly account statements and trade confirmations electronically, unless I make a selection below. If I do not provide a valid email address, I will receive a quarterly paper statement or a monthly paper statement. Certain types of accounts or activity (such as options trading) require a monthly statement, either electronically or via U.S. mail. I will be responsible for any fees that apply. Accounts with a total liquidation value of \$100,000 or an average of five trades per month over a three-month period are eligible to receive free paper statement and confirmation delivery.

If I elect to receive either electronic statements or electronic confirmations, I will receive shareholder information electronically when available.

Account Statement: Electronic Monthly Paper Monthly (\$2 fee may apply each month) Paper Quarterly (\$2 fee may apply each quarter)

Trade Confirmation: Electronic Paper (\$2 fee for each confirmation may apply)

Unless I have checked this box, TD Ameritrade will provide my name to corporations whose securities I hold in my account for the purpose of additional corporate communications.

7. INVESTMENTS PERMITTED

The undersigned certifies that the entity may open a brokerage account and enter into purchases and sales of securities in a cash account as well as other types of transactions indicated below:

Margin Options: Write covered calls, write cash-secured puts Create spreads Write uncovered options

Purchase options

8. FINANCIAL INFORMATION

Please provide all of the following financial information. Financial information is based on the entity. All qualified accounts are opened as margin accounts. A margin account allows me to borrow from TD Ameritrade against certain securities as my collateral. A decline in the value of my securities may require me to provide additional funds, or you may force the sale of securities in my account. Selling short can expose me to potentially unlimited risk. To learn more about the potential benefits of margin borrowing and the associated risks involved, read the Margin Account Handbook. The undersigned acknowledges that, if the account is for an IRA LLC: the use of margin may generate unrelated business taxable income ("UBTI") with respect to the IRA(s) investing in the IRA LLC; and TD Ameritrade shall have no responsibility for preparing or making any required filings with the Internal Revenue Service (including, but not limited to, IRS Form 990-T) or for payment of any required taxes with respect to such UBTI.

Check this box to decline margin privileges. Open the account as cash only.

Annual Net Profit: \$0-\$24,999 \$25,000-\$49,999 \$50,000-\$99,999 \$100,000-\$249,999 \$250,000+

Approximate Net Worth: \$0-\$14,999 \$15,000-\$49,999 \$50,000-\$99,999 \$100,000-\$249,999 \$250,000-\$499,999 \$500,000-\$999,999 \$1,000,000-\$1,999,999 \$2,000,000+

Approximate Liquid Net Worth: \$0-\$14,999 \$15,000-\$49,999 \$50,000-\$99,999 \$100,000-\$249,999 \$250,000-\$499,999 \$500,000-\$999,999 \$1,000,000-\$1,999,999 \$2,000,000+

9. OPTIONS ACCOUNT

By completing Section 8, I am requesting an options account to be opened. Due to the risks involved in options, I understand you are required to obtain the following information. The Financial Information section must be completed to be considered for options.

ENTITY INFORMATION

Number of Dependents: 0

Years of Investment Experience: Less than 1 1-2 3-5 6-9 10+

Investment Knowledge & Education: Limited Good Extensive Professional trader

Types of Transactions: Stocks Bonds Options

What Are Your Options Investment Objectives? Growth Speculation Income Conservation of Capital

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What Type of Activity Do You Plan to Conduct in Your Options Account?

Tier 1 - Covered
Write covered calls
Write cash-secured puts

Tier 2 - Standard Cash
Purchase options
Write covered calls
Write cash-secured puts

Tier 2 - Standard Margin
Create spreads
Purchase options
Write covered puts
Write covered calls
Write cash-secured puts
Requires Margin Account

Tier 3 - Advanced
Write uncovered options
Create spreads
Purchase options
Write covered puts
Write covered calls
Requires Margin Account

I am an Investools client: Yes No

10. CASH SWEEP VEHICLE CHOICES (Please select only one.)

You offer me choices in managing all aspects of my portfolio. This includes offering different programs to earn interest on the cash in my account through your Cash Balance programs. See the Client Agreement for a complete description of the Cash Sweep program. If I do not make a selection, my cash balances will be swept to the TD Ameritrade FDIC Insured Deposit Account. Other sweep choices are available for clients with household values greater than \$500,000 and cash balances of more than \$100,000.

- TD Ameritrade FDIC Insured Deposit Account (IDA)
- TD Ameritrade Cash (Protected by the Securities Investor Protection Corporation (SIPC))

11. MEMBER/PARTNER SIGNATURES (If Authorized Agent is a Member/Partner, he or she must also sign this section.)

Members/Partners must be of the age of majority to sign as a Member/Partner. The undersigned are all Members/Partners of the aforesaid Investment Club/Partnership/LLC. Original signatures are required, electronic signatures and/or fonts are not authorized.

Full Legal Name: Jeffrey Epstein, for Southern Trust Company, Inc

X Signature: [Handwritten Signature]

Full Legal Name:

X Signature:

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12. TRADING AUTHORIZATION

If this is an Investment Club, Partnership, or Limited Partnership, then Clearing Firm is authorized to follow the instructions of Authorized Agents, or any one of them, in every respect concerning the undersigned's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration to the account of the undersigned, Authorized Agents, or any one of them, are authorized to act for or on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could do, and are authorized to receive on behalf of the undersigned's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the undersigned's account, to terminate or modify same and waive any provisions thereof, to appoint or remove other Authorized Agents to act for and on behalf of the undersigned, and generally deal on behalf of the undersigned's account as fully and completely as if Authorized Agents were interested in said account, all without notice to the others interested in said account. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Agents, or any one of them, for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization and indemnity is binding on the undersigned and their successors, heirs, beneficiaries, and estates, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Avenue, Omaha, NE 68154-2631, and shall continue after the death or insanity of any of the undersigned until receipt by Clearing Firm of written notice thereof; but such written revocation shall not affect any liability in any way resulting from transactions initiated prior to the receipt of such written revocation by Clearing Firm. This authorization and indemnity shall inure to the benefit of Clearing Firm and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. The undersigned acknowledge receiving account documentation, agreements, and risk disclosure forms including the account "Client Agreement." The undersigned agree that this authorization is consistent with the terms and conditions set forth in any operating agreement, bylaws, articles of incorporation, or other governing instrument of the Investment Club, Partnership, or Limited Partnership and any and all rules and regulations, whether express or implied of the Investment Club, Partnership, or Limited Partnership. The undersigned, jointly and severally, indemnify TD Ameritrade, its divisions and affiliates thereof ("Indemnitees") and hold Indemnitees harmless from any liability for executing any transactions if Indemnitees act pursuant to instructions given by the Authorized Agents. The undersigned agree to inform Indemnitees, immediately in writing, of any amendment to the Investment Club, Partnership, or Limited Partnership Operating Agreement, any change in composition of the Authorized Agents or members or any other event which would materially alter the certifications made above.

If this is an LLC, then Clearing Firm is authorized to follow the instructions of Authorized Managers, or any one of them, in every respect concerning the LLC's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order or direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration of the LLC's account, Authorized Managers, or any one of them, are authorized to act for and on behalf of the LLC in the same force and effect as the undersigned might or could do, and are authorized to receive on behalf of the LLC's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the LLC's account, to terminate or modify same or waive any provisions thereof, and generally to deal on behalf of the LLC's account as fully and completely as if Authorized Managers were interested in said account, all without notice to the other partners of the LLC. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Managers, or any one of them, for the LLC's account. This authorization is in addition to (and in no way limits or restricts) any rights Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization is binding on the undersigned and the LLC and for their respective successors and assigns, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned, or their respective successors, and assigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Avenue, Omaha, NE 68154-2631. In the event any of the undersigned cease to be members of the LLC, Clearing Firm is authorized (a) to continue to treat such person as a member for all purposes, and as bound by this authorization until such time as one of the undersigned, or such person's representative, delivers a written notice to Clearing Firm, at the address set forth above, to the effect that such person has ceased to be a member and will no longer be bound by this authorization, and (b) to take such proceedings, require such papers, retain such portion of or restrict transactions in the LLC's account as Clearing Firm may deem advisable to protect it against any liability, penalty, or loss under any present or future law or otherwise. It is further agreed that, in the event any of the undersigned cease to be a member of the LLC, the remaining member(s) will immediately cause you to be notified of such fact. No notice of revocation, or of any of the undersigned ceasing to be a member of the LLC, shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of the written notice thereof by Clearing Firm. This authorization shall inure to the benefit of Clearing Firm, and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account Client Agreement.

If this is an IRA LLC, the undersigned acknowledge that: TD Ameritrade does not act as the trustee or custodian of any IRA investing in the IRA LLC; and the undersigned, and not TD Ameritrade, are responsible for compliance with all applicable laws, rules, and regulations concerning the operation of the IRA LLC, including but not limited to Internal Revenue Code provisions regarding prohibited transactions. The undersigned, jointly and severally, indemnify and hold harmless Indemnitees from any liability relating to the operation of the IRA LLC, including but not limited to Internal Revenue Code provisions regarding prohibited transactions, if Indemnitees acts pursuant to instructions given by the Authorized Agents.

13. ACCOUNT AGREEMENT

Under penalties of perjury, I certify (1) that the Social Security Number shown on this form is my correct taxpayer identification number, (2) that I am not subject to backup withholding, and (3) that I am a U.S. person (including a resident alien); provided, however, if I am a nonresident alien as disclosed in this application, I do not certify that I am a U.S. person and I understand that I must submit a Form W-8BEN. If I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification. I acknowledge that I have received and read the "Client Agreement," available at www.tdameritrade.com or by calling 800-276-8746, that will govern my account. I agree to be bound by the Client Agreement which may be amended from time to time and which is incorporated by this reference. I release and agree to indemnify and hold harmless Indemnitees from any and all liability and claims for damages resulting from any action taken pursuant to this Agreement. By my signature below, I attest that I am of legal age to contract and that the information contained in this application is true and correct. I hereby request, subject to acceptance by TD Ameritrade, an account be opened in the name(s) set forth above. The Client Agreement applicable to this brokerage account agreement contains predispute arbitration clauses. By signing this agreement, the parties agree to be bound by the terms of the agreement including the arbitration agreement located in Section 12 of the Client Agreement. All securities, dividends, and proceeds will be held at the Clearing Firm unless otherwise instructed. I understand that TD Ameritrade may obtain a current consumer or credit report to determine my eligibility, or continuing eligibility, for credit or for other legitimate business purposes. Any decision by TD Ameritrade to extend credit may be based on information contained in a consumer or credit report, as well as the policies of the Clearing Firm. I understand that TD Ameritrade may relate information regarding this account, including account delinquency and voluntary closures, to consumer or credit reporting agencies. Upon my request, TD Ameritrade shall inform me of such consumer or credit reporting agency from which they have obtained and/or reported my consumer or credit report. TD Ameritrade agrees to notify the consumer or credit reporting agencies if I dispute the completeness or accuracy of the information furnished by TD Ameritrade. By my signature below, I authorize TD Ameritrade to obtain consumer or credit reports for the name(s) set forth below. I understand that non-deposit investments purchased through TD Ameritrade are not insured by the Federal Deposit Insurance Corporation (FDIC), are not obligations of or guaranteed by any financial institution, and are subject to investment risk and loss that may exceed the principal invested. Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. All Authorized Agents and Officers must provide their signatures below.

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If an options account has been requested, the undersigned (Authorized Agents) agree to abide by the rules of the listed options exchanges and the Options Clearing Corporation, and will not violate current position and exercise limits. We are aware of the risks involved in options trading and represent the fact that the Entity is financially able to bear such risks and withstand options-trading losses.

<input checked="" type="checkbox"/> Authorized Agent's Signature: <u>Jeffrey Epstein, Manager</u>	Date: _____
<input checked="" type="checkbox"/> Authorized Agent's Signature: _____	Date: _____
<input checked="" type="checkbox"/> Authorized Agent's Signature: _____	Date: _____

Original signature required; electronic signatures and/or signature fonts are not authorized.

Investment Products: Not FDIC Insured • No Bank Guarantee • May Lose Value

Investments Inc. and TD Ameritrade, Inc. are separate but affiliated companies that are not responsible for each other's services or policies. TD Ameritrade, Inc., member FINRA/SIPC/NFA and TD Ameritrade Clearing, Inc., member FINRA/SIPC. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. © 2013 TD Ameritrade IP Company, Inc. All rights reserved. Used with permission.

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