



Virgin Islands

1. Business Information

Account Title ("Depositor"): THOMAS WORLD AIR, LLC

Account Number: [REDACTED]

S.S./TIN/EIN: [REDACTED]

Physical Address: 8203 LINDBERG BAY SUITE #3

Mailing Address: 6100 RED HOOK QUARTERS B3

ST THOMAS, VI 00802-0000

ST THOMAS, VI 00802-0000

Business Telephone # (340)775-2525

Business Fax #

Internet/Website Address:

Line of Business: Other Support Activities

NAICS Code: 488190

Date Established: 09/19/2008

Annual Sales: \$5,000.00

Nbr. of Offices/Branches: 1

Nbr. of Employees: 03

Property Status:  Own  Lease  Advertisment  Current Client  Other

Contact Person Name & Title: JEFFREY EPSTEIN-FINANCIAL CONSULTANT

Contact Person Telephone # (340)775-8100

2. Account Type

Sole Proprietorship  Partnership  Corporation  Non-Profit  LLP  LLC  Other COM

- Commercial Checking, Arranged OD, Commercial Statement SV, Commercial Passbook Savings, Commercial DBA Checking, Arranged OD Offshore (BVI), Commercial DBA Statement SV, Government Passbook Savings, Government Checking, Arranged OD DBA, Commercial Maximizer SV, Certificate of Deposit, Commercial Checking IOLTA, Government Statement SV, Commercial DBA Maximizer SV, Other: COMMERCIAL CHECKING A

3. Authorized Signer (Complete the following information for each authorized signer.)

Authorized Signer Name: JEFFREY EPSTEIN

Corporate Title:

Physical (Home) Address: LITTLE ST JAMES ISLAND

Occupation: FINANCIAL MANAG

Personal Mailing Address: 6100 RED HOOK QTRS STE B3

ST THOAMS, VI 00802-0000

ST THOMAS, VI 00802-1348

Social Security Number, Date of Birth, Place of Birth: US, Citizen of, Home Telephone Number: (340)775-8100, Business Telephone Number: (340)775-2525, Business Fax Number, Mobile Number, Email Address: JEBRENN@ATTGLOBAL.NET

Photo Identification Type & Number: PASSPORT, Identification Expiration Date: 10/10/2012

Check here if there are additional signers on reverse side of the Client Information Sheet (KYC) Business Accounts. YES OFAC/PLC, SSN Response: Year, State, ID Response, BANK REFERENCE requested: Yes No, explain why.

4. Account Agreement Acceptance and Taxpayer Status Certification

The Depositor hereby certifies that FirstBank has been designated as a depository of the depositor and that it has reviewed the information contained in this Client Information Sheet (KYC) and finds it accurate on this date. The Depositor has received and agrees to the Terms and Agreements for Commercial Accounts and Rates and Fees Schedule currently in effect and as may be amended for the type of account and services it has selected. Under penalties of perjury, the Depositor certifies that (1) The number shown on this form is the correct tax identification number and (2) that the Depositor is not subject to backup withholding either because: (a) it has not been notified by the Internal Revenue Service (IRS) that it is subject to withholding as a result of failure to report all interest or dividends, or (b) that the IRS has notified the Depositor that it is no longer subject to backup withholding or it is exempt from backup withholding, (3) the Depositor is a U.S. entity. (Cross out subpart 2(a) if it is not true. If Statement 3 is not true, cross out and complete an appropriate Form W-9)

The Internal Revenue Service does not require your consent to any provision of this document other than the Certification required to avoid backup withholding.

Date, Authorized Signature, Title: (Secretary/Treasurer/Cashier)

5. Initial Deposit

Type: CHECKS

DATE: 12/31/19

Amount: \$10,000.00

If the initial deposit is over \$500,000 please document source of funds of source of wealth. (Refer to Guide for instructions)

6. Expected Transactions (Monthly)

Do you intend to deposit checks with second endorsements? Yes No. Do you provide check cashing or remitter services? Yes No. Credits: No. of Transactions: 0-10, 11-20, 21-50, Other: 0-5. Total Amount (\$): \$0-\$5,000, \$5,001-\$15,000, \$15,001-\$50,000, Other: \$25,001-\$50,000. Type: Cash, Checks, Account Transfers, Wire Transfers, POS, Payroll, Direct Deposit, Manager's Checks/Money Orders, ACH, Other CASH. Debits: No. of Transactions: 0-10, 11-20, 21-50, Other: 0-5. Total Amount (\$): \$0-\$5,000, \$5,001-\$15,000, \$15,001-\$50,000, Other: \$1001-\$5000. Type: Cash, Checks, Account Transfers, Wire Transfers, POS, Payroll, Direct Deposit, Manager's Checks/Money Orders, ACH, Other CASH.

7. Related Accounts

Current Yes No Account #, Current Yes No Account #, Account Title, Financial Institution

**8. Additional Authorized Signers (Complete the following information for each signer.)**

**Authorized Signer Name:** JEANNE BRENNAN **Corporate Title:** \_\_\_\_\_  
**Physical (Home) Address:** 6L 10 CABRETA POINT **Occupation:** CONTROLLER  
 ST THOMAS, VI 00802-0000 **Personal Mailing Address:** 6501 RED HOOK PLZ STE 201  
 ST THOMAS, VI 00802-1305

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Place of Birth:** US **Citizen of:** \_\_\_\_\_

**Home Telephone Number:** \_\_\_\_\_ **Business Telephone Number:** \_\_\_\_\_ **Business Fax Number:** \_\_\_\_\_ **Mobile Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Years in Occupation:** \_\_\_\_\_ **Photo Identification Type & Number:** PASSPORT \_\_\_\_\_ **Identification Expiration Date:** 05/19/2019

**YES**  **CHEXSYSTEMS**, explain why: \_\_\_\_\_  
**SSN Response:** Year: \_\_\_\_\_ State: \_\_\_\_\_ **ID Response:** \_\_\_\_\_

**OFAC/PLC**  **BANK REFERENCE requested**  Yes  No, explain why: \_\_\_\_\_  
**Response:** \_\_\_\_\_

**Authorized Signer Name:** HARRY BELLER **Corporate Title:** \_\_\_\_\_  
**Physical (Home) Address:** \_\_\_\_\_ **Occupation:** ACCOUNTANT  
**Personal Mailing Address:** 6100 RED HOOK QUARTER B3  
 ST THOAMS, VI 00802-0000

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** 05/09/1956 **Place of Birth:** US **Citizen of:** \_\_\_\_\_

**Home Telephone Number:** \_\_\_\_\_ **Business Telephone Number:** \_\_\_\_\_ **Business Fax Number:** \_\_\_\_\_ **Mobile Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Years in Occupation:** \_\_\_\_\_ **Photo Identification Type & Number:** DRIVER'S LICENSE \_\_\_\_\_ **Identification Expiration Date:** 05/09/2019

**YES**  **CHEXSYSTEMS**, explain why: \_\_\_\_\_  
**SSN Response:** Year: \_\_\_\_\_ State: \_\_\_\_\_ **ID Response:** \_\_\_\_\_

**OFAC/PLC**  **BANK REFERENCE requested**  Yes  No, explain why: \_\_\_\_\_  
**Response:** \_\_\_\_\_

**Authorized Signer Name:** \_\_\_\_\_ **Corporate Title:** \_\_\_\_\_  
**Physical (Home) Address:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_  
**Personal Mailing Address:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_ **Citizen of:** \_\_\_\_\_

**Home Telephone Number:** \_\_\_\_\_ **Business Telephone Number:** \_\_\_\_\_ **Business Fax Number:** \_\_\_\_\_ **Mobile Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Years in Occupation:** \_\_\_\_\_ **Photo Identification Type & Number:** \_\_\_\_\_ **Identification Expiration Date:** \_\_\_\_\_

**OFAC/PLC**  **CHEXSYSTEMS**, explain why: \_\_\_\_\_  
**SSN Response:** Year: \_\_\_\_\_ State: \_\_\_\_\_ **ID Response:** \_\_\_\_\_

**BANK REFERENCE requested**  Yes  No, explain why: \_\_\_\_\_  
**Response:** \_\_\_\_\_

**Authorized Signer Name:** \_\_\_\_\_ **Corporate Title:** \_\_\_\_\_  
**Physical (Home) Address:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_  
**Personal Mailing Address:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_ **Citizen of:** \_\_\_\_\_

**Home Telephone Number:** \_\_\_\_\_ **Business Telephone Number:** \_\_\_\_\_ **Business Fax Number:** \_\_\_\_\_ **Mobile Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Years in Occupation:** \_\_\_\_\_ **Photo Identification Type & Number:** \_\_\_\_\_ **Identification Expiration Date:** \_\_\_\_\_

**OFAC/PLC**  **CHEXSYSTEMS**, explain why: \_\_\_\_\_  
**SSN Response:** Year: \_\_\_\_\_ State: \_\_\_\_\_ **ID Response:** \_\_\_\_\_

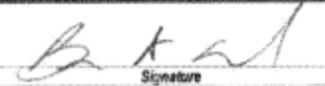
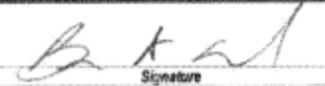
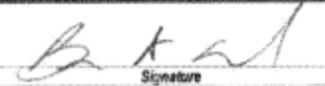
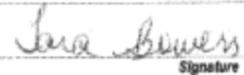
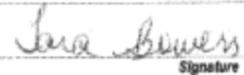
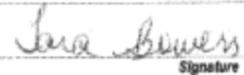
**BANK REFERENCE requested**  Yes  No, explain why: \_\_\_\_\_  
**Response:** \_\_\_\_\_

**9. Sales Referrals**

<input type="checkbox"/> Merchant Card Services	<input type="checkbox"/> e-FirstBank (Internet)	<input type="checkbox"/> Cash Management
<input type="checkbox"/> Credit Card	<input type="checkbox"/> First Fax	<input type="checkbox"/> Night Depository
<input type="checkbox"/> Overdraft Line	<input type="checkbox"/> Payroll	<input type="checkbox"/> Other _____
<input type="checkbox"/> Line of Credit		

**Interviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Management Review:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CLOSED**  
**DATE:** 12/31/19

Existing Account Number [REDACTED]	Account Number which is attached to the Signer [REDACTED]															
<b>1. Authorized Signer Information</b>																
Name: Jeffrey Initial: Last Name: Epstein																
Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]																
Citizenship: USA Home Phone: [REDACTED] Other: [REDACTED]																
Physical Address: Little Saint James Island St. Thomas, USVI 00802																
Mailing Address: 6100 Red Hook Quarter B3 St. Thomas, VI 00802																
Place of Employment: Financial Trust Company																
Occupation: Financial Consultant																
Work Phone: [REDACTED]																
Email: [REDACTED]																
Employment Address: 6100 Red Hook Quarter B3 St. Thomas, VI 00802																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ID</th> <th>Type</th> <th>Number</th> <th>Country</th> <th>Expiration (MM/DD/YYYY)</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>Passport</td> <td>[REDACTED]</td> <td>USA</td> <td>10/10/2012</td> </tr> <tr> <td>2nd</td> <td>Drivers License</td> <td>[REDACTED]</td> <td>USVI</td> <td>1/20/2015</td> </tr> </tbody> </table>		ID	Type	Number	Country	Expiration (MM/DD/YYYY)	1st	Passport	[REDACTED]	USA	10/10/2012	2nd	Drivers License	[REDACTED]	USVI	1/20/2015
ID	Type	Number	Country	Expiration (MM/DD/YYYY)												
1st	Passport	[REDACTED]	USA	10/10/2012												
2nd	Drivers License	[REDACTED]	USVI	1/20/2015												
<b>2. Income</b>																
Recurrent Source: <input checked="" type="checkbox"/> Own Business <input type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Other, specify: _____																
Annual Income: <input type="checkbox"/> \$0.01 - \$50,001 <input checked="" type="checkbox"/> \$50,001 - \$150,000 <input type="checkbox"/> \$150,001 - \$250,000 <input checked="" type="checkbox"/> Over \$250,000																
<b>3. Client Classification</b>																
<ul style="list-style-type: none"> <li>• If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.</li> <li>• If the answer to C is yes, then authorization from the Compliance Department-GSA Division is required.</li> </ul>																
<table style="width:100%;"> <tr> <td style="width:80%;">A. Indicate whether the client is a nonresident alien: (NAICS #100000) _____</td> <td style="width:5%;">Yes</td> <td style="width:15%;">No</td> </tr> <tr> <td>B. Indicate whether the client is a resident alien: (NAICS #200000) _____</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000) _____</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>		A. Indicate whether the client is a nonresident alien: (NAICS #100000) _____	Yes	No	B. Indicate whether the client is a resident alien: (NAICS #200000) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>						
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<b>4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called</b>																
Name of the Representative who attended your call: _____																
Response to Social Security: Year: _____ State: _____ Other: _____																
Response on Industry Behavior: _____																
Response on ID: _____																
<b>5. Account Opening Authorization</b>																
<input checked="" type="checkbox"/> <b>Approved</b> <span style="margin-left: 200px;"><input type="checkbox"/> Denied</span>																
<table style="width:100%;"> <tr> <td style="width:25%;">Brian Boodhoo <small>Name</small></td> <td style="width:25%; text-align:center;">   <small>Signature</small> </td> <td style="width:15%; text-align:center;">1195 <small>Officer No.</small></td> <td style="width:35%; text-align:center;">11/2/11 <small>Date</small></td> </tr> </table>		Brian Boodhoo <small>Name</small>	 <small>Signature</small>	1195 <small>Officer No.</small>	11/2/11 <small>Date</small>											
Brian Boodhoo <small>Name</small>	 <small>Signature</small>	1195 <small>Officer No.</small>	11/2/11 <small>Date</small>													
Comments, if applicable: _____																
Interviewed by: _____																
<table style="width:100%;"> <tr> <td style="width:30%;">Tara Bowers <small>Name</small></td> <td style="width:40%; text-align:center;">   <small>Signature</small> </td> <td style="width:30%; text-align:center;">11/2/2011 <small>Date</small></td> </tr> </table>		Tara Bowers <small>Name</small>	 <small>Signature</small>	11/2/2011 <small>Date</small>												
Tara Bowers <small>Name</small>	 <small>Signature</small>	11/2/2011 <small>Date</small>														

**CLOSED**  
DATE: 12/31/19

NNNS-1305-0410

**CONFIDENTIAL**

SDNY\_GM\_00013126

CONFIDENTIAL

FirstBankPR000289

EFTA\_00123769

EFTA01268973



# Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number [REDACTED]	Account Number which is attached to the Signer [REDACTED]
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### 1. Authorized Signer Information

Name: Harry [REDACTED] Initial: [REDACTED] Last Name: Beller  
 Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]  
 Citizenship: USA Home Phone: [REDACTED] Other: [REDACTED]  
 Physical Address: [REDACTED] Mailing Address: 6100 Red Hook Quarter B3  
 St. Thomas, VI 00802

Place of Employment: HBRK Associates Employment Address: 301 East 66<sup>th</sup> Street  
 Occupation: Accountant Ste. 10F  
 Work Phone: [REDACTED] New York, NY 10065  
 Email: [REDACTED]

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Passport	[REDACTED]	USA	10/4/14
2nd	Drivers License	[REDACTED]	NY	05/09/19

### 2. Income

Recurrent Source:  Own Business  Private  Government  Other, specify: \_\_\_\_\_  
 Annual Income:  \$0.01 - \$50,001  \$50,001 - \$150,000  \$150,001 - \$250,000  Over \$250,000

### 3. Client Classification

*If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.*  
 • If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required.

	Yes	No
A. Indicate whether the client is a nonresident alien: (NAICS #100000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Indicate whether the client is a resident alien: (NAICS #200000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called

Name of the Representative who attended your call: \_\_\_\_\_  
 Response to Social Security: Year: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Response on Industry Behavior: \_\_\_\_\_  
 Response on ID: \_\_\_\_\_

### 5. Account Opening Authorization

Approved  Denied  
 Brian Boodhoo [Signature] 1175 11/2/11  
 Name Signature Officer No. Date

Comments, if applicable: \_\_\_\_\_

Interviewed by: Tara Bowers [Signature] 10/31/2011  
 Name Signature Date

**CLOSED**  
 DATE: 12/31/19#

NNNS-1305-0410

**CONFIDENTIAL**

SDNY\_GM\_00013127

CONFIDENTIAL

FirstBankPR000290

EFTA\_00123770

EFTA01268974



# Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number [REDACTED]		Account Number [REDACTED]		Signer	
<b>1. Authorized Signer Information</b>					
Name: Jeanne		Initial: [REDACTED]		Last Name: Brennan	
Date of Birth: [REDACTED]		Place of Birth: NY		Social Security: [REDACTED]	
Citizenship: USA		Home Phone: [REDACTED]		Other: [REDACTED]	
Physical Address: 6L10 Cabrita Point St. Thomas, USVI 00802			Mailing Address: 6501 Red Hook Plaza Ste 201 St. Thomas, USVI 00802		
Place of Employment: Financial Trust Company			Employment Address: 6100 Red Hook Quarter B3 St. Thomas, VI 00802		
Occupation: CPA		Work Phone: [REDACTED]			
Email: jwiebracht@gmail.com		[REDACTED]			
ID	Type	Number	Country	Expiration (MM/DD/YYYY)	
1st	Passport	[REDACTED]	USA	05/19/2018	
2nd	Voters Registration	[REDACTED]	USVI		
<b>2. Income</b>					
Recurrent Source: <input type="checkbox"/> Own Business <input checked="" type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Other, specify: _____					
Annual Income: <input type="checkbox"/> \$0.01 - \$50,001 <input checked="" type="checkbox"/> \$50,001 - \$150,000 <input type="checkbox"/> \$150,001 - \$250,000 <input type="checkbox"/> Over \$250,000					
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<ul style="list-style-type: none"> <li>If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.</li> <li>If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required.</li> </ul>					
				Yes	No
A. Indicate whether the client is a nonresident alien: (NAICS #100000)				<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Name of the Representative who attended your call: _____					
Response to Social Security: Year: _____ State: _____ Other: _____					
Response on Industry Behavior: _____					
Response on ID: _____					
<b>5. Account Opening Authorization</b>					
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Denied			
Brian Boodhoo Name	 Signature	1195 Officer No.	11/2/11 Date		
Comments, if applicable: _____					
Interviewed by: _____					
Tara Bowers Name		Sara Bowers Signature		10/31/2011 Date	

**CLOSED**  
DATE: 12/31/19#

NNNS-1305-0410

# CONFIDENTIAL

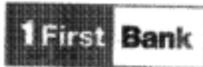
SDNY\_GM\_00013128

CONFIDENTIAL

FirstBankPR000291

EFTA\_00123771

EFTA01268975



Together we are one

MEMO

To: Sandra Jackson-Robles, Branch Manager  
East End Plaza

From: Brian Boodhoo, Platinum Banking Manager  
Tutu Plaza

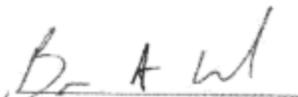
Date: January 28, 2013

Re: Branch Collection Worksheet

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Thomas World Air LLC is one of several accounts belonging to our top Platinum client Mr. Jeffery Epstein. The company keeps an average balance of \$50K with Platinum Banking.

The company was supposed to be placed on account analysis via FACIL from October 2012. This processed was not completed via FACIL thus the client incurred service charges for the months of November 2012 and December 2012. I am requesting the services charge fees to be credited back to the client.

  
\_\_\_\_\_  
Brian Boodhoo

Manager, Platinum Banking

**CLOSED**  
DATE: 12/31/12 *AK*

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000292

SDNY\_GM\_00013129

EFTA\_00123772

EFTA01268976

**OBSERVATIONS AT PLACE OF BUSINESS**

Account Title THOMAS WORLD AIR, LLC		Account Number(s) [REDACTED]	
VISIT INFORMATION			
Date November 28, 2011	Time 2:40pm	Time Spent 10 mins	Visit Contact Name Jeanne Brennan
Address Visited 6501 Red Hook Quarters B3 St Thomas, VI 00802		Location Type <input checked="" type="checkbox"/> Primary Office <input type="checkbox"/> Secondary Location (branch Office/Warehouse/etc.)	
TYPE OF BUSINESS			
<input type="checkbox"/> Business Accepting Third-Party Checks <input type="checkbox"/> Car/Boat/Plane Dealership <input type="checkbox"/> Electronics (Wholesale) <input type="checkbox"/> Financial Institution <input type="checkbox"/> Gambling/gaming (> 20% of business activity) <input type="checkbox"/> Gas Stations	<input type="checkbox"/> Home Based Business <input type="checkbox"/> Import/Export <input type="checkbox"/> Internet Business <input type="checkbox"/> Investment Management Company <input type="checkbox"/> Jewelry/Gems/Metals <input type="checkbox"/> Money Management <input type="checkbox"/> Non-Bank Financial Institution	<input type="checkbox"/> Personal Investment Company <input type="checkbox"/> Stock Brokerage <input type="checkbox"/> Telecommunication/Phone Cards/Phone Center <input type="checkbox"/> Travel Agency <input type="checkbox"/> Used Car Sales <input checked="" type="checkbox"/> Other: <u>Management of Company</u>	
VISIT DESCRIPTION			
Estimated Square footage/space occupied 900		Type of Space: <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented <input type="checkbox"/> Rented/Leased Office Suite (with a share facility)	
Number of Employees on Premises 4		<input type="checkbox"/> Sublet <input type="checkbox"/> Concession <input type="checkbox"/> Non-Commercial (Home-Apartment)	
Describe Customer Traffic (or activity observed during visit): None. Client does not have customers			
Inventory Visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe inventory: General office equipment			
Describe business main suppliers and customers base: <input checked="" type="checkbox"/> Suppliers none  <input checked="" type="checkbox"/> Customer Base none.			
How is business paid? <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Checks <input type="checkbox"/> Change		<input checked="" type="checkbox"/> Wires <input type="checkbox"/> Other Details: _____	
Obtain a description of the customer's primary trade area describe the proximity of the of the business primary trade area in relation to the Bank branch where the account is domicile. Client is located across the street from branch of account.  <p style="text-align: center;"><b>CLOSED</b> DATE: <u>12/31/19</u></p>			
If the business is no located in you marketplace (i.e. Customer lives in Ponce and open an account in Hato Rey Branch) the Bank Office opening the account must indicated the reason for opening the account at Branch, and why this explanation makes business sense. N/A			
What types of International Transactions are expected? <input type="checkbox"/> Wire Transfer <input type="checkbox"/> ACH <input checked="" type="checkbox"/> Other: <u>None</u>			

INTERNATIONAL WIRE TRANSFER ACTIVITY

<b>Incoming</b>				<b>Out-going</b>					
<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly		<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly			
No. of Transactions:	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-50	<input type="checkbox"/> 50 or more	No. of Transactions:	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-50	<input type="checkbox"/> 50 or more
Total Amount:	<input type="checkbox"/> \$0 - \$25,000	<input type="checkbox"/> \$25,001 - \$500,000	<input type="checkbox"/> \$500,001 or more		Total Amount:	<input type="checkbox"/> \$0 - \$25,000	<input type="checkbox"/> \$25,001 - \$500,000	<input type="checkbox"/> \$500,001 or more	
<b>Countries</b>				<b>Countries</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does the business have privately owned ATMs located at the premises?  Yes  No  
 If yes, provide number of ATMs in all business locations and daily  weekly  average of cash dispensed.

Describe total sales of the business?  
 \$0.

Describe the business operation?  
 Thomas Air Worldwide is a company established for the sole purpose of managing an Airplane Hanger which stores an aircraft owned by Jeffrey Epstein. They company oversees payments and all other management functions of the hanger with the exception of maintenance.

Describe the business anticipated volume of currency?  
 None

Did your observations agree with your expectations for this type of business?  Yes  No  
 Explain:  
 Simple management of company.

Other relevant observations or information:

Conclusions/Comments/Information:  
 Business is operating according to the nature of business.

ADDITIONAL INFORMATION FOR GAS STATION(S) ONLY

<b>General:</b>	Convenience Store : <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Number of gas station(s): _____	If two or more describe locations: _____
Total Number of gasoline pump(s): _____	Convenience Store business hours: _____
Gas Station(s) business hours: _____	Electronic Lottery (PR: Lotto/ Pega 3) <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Request copy of the report of gas volume ("galonaje"):	If Yes, sales volume: _____ <input type="checkbox"/> Daily <input type="checkbox"/> Weekly

UNLESS CHECKED BELOW, I PERSONALLY PHYSICALLY CONDUCTED THE ABOVE DESCRIBED PLACE OF BUSINESS VISIT. THE INFORMATION PROVIDED IS AN ACCURATED AND COMPLETE REPRESENTATION OF MY OBSERVATION AT THE PHYSICAL VISIT.

This is a Home Based Business or a professional services company (legal services, accounting, tax preparation and payroll services). No physical visit was conducted.

No Material information has been withheld from this report. Any misrepresentation of information could be grounds for corrective action, including dismissal.

*Brian Boodhou*  
 FIRST BANK OFFICE (Signature and Stamp)

November 28, 2011  
 Date:

**CLOSED**  
 DATE: 12/31/11

severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively called "Obligations") upon any and all moneys, securities and any and all other property of Company and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Company, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

- 8. In case of conflicting claims or disputes, or doubt on Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained, Bank may, but need not recognize nor give any effect to any notice from any Manager or Member of Company, or from any other person purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless Bank is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.
- 9. Company agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Company from Bank and by all notices posted at the office of Bank at which the account of Company is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.
- 10. Subject to paragraph 10 above, all the foregoing authorities shall remain in full force and effect until revoked or limited by written notice to Bank provided that such notice shall not be effective with respect to any revocation or modification of said authorities until Bank shall have had a reasonable opportunity to act thereon and in no event prior to the receipt or the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to Bank after receipt of such notice and Bank is hereby authorized at all times to rely upon the last notice, certification or communication received by it as to the persons who from time to time may be signatories of Company, or as to their respective specimen signatures and/or as to any other Company matters, and Bank shall be held harmless in such reliance.
- 11. The Managers, Members, and Officers of Company, or any one or more of them are hereby authorized to act for Company in all other matters and transactions relating to any of its business with Bank including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.
- 12. Company hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among Members of Company, or between Company and other parties.
- 13. Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring this Agreement.
- 14. The signature(s) below is/are the signature(s) of the Manager(s), if Company is manager-managed, the signature(s) of the Member(s) if Company is member-managed, or the signature(s) of the Officer(s) if Company is governed by a board of directors.

**NOTE:** In case the Manager, Member, or Officer is authorized to sign by the above provisions, this Agreement should be signed by a second Manager, Member, or Officer.

Very truly yours,

Thomas World Air, LLC  
Name of Company

6100 Red Hook Quarter B3  
Address

  
By: Jeffrey Epstein

Title: Member  
(Manager, Member, or Official Title)

By:   
Title: Manager  
(Manager, Member, or Official Title)

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DATE: 12/31/19

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Virgin Islands

# Limited Liability Company Authorization and Indemnity Agreement For Telephone/Telex/Facsimile/Written Instructions

- Authorization.** The undersigned hereby requests and authorizes FirstBank (the "Bank") to accept and act upon any instructions ("Instructions") delivered by telephone or telex or written or facsimile transmission given or purportedly given by a person or persons authorized to transact business with the Bank as shown on the resolution or other evidence or advice of authority from time to time maintained in the records of the Bank.
- No Liability of Bank.** The undersigned accepts the risk that instructions may be given by an unauthorized person and agrees that the Bank will have no liability or responsibility for acting in accordance with any instructions, whether or not genuine or duly authorized. The Bank shall have no liability or responsibility for any misunderstandings arising out of any telephone Instructions.
- Security Procedures.** The security procedure agreed upon for verifying the authenticity of Instructions is a call back to any of the following individuals, whether or not such individual has initiated any such transfer. (The Bank recommends that the persons designated below should not be persons who generally issue Instructions. Whenever possible, the Bank will endeavor to call someone other than the issuer of the instructions.)

Name and Title	Telephone Number (Include country/Area Code)
Jeanne Brennan, Manager	
Harry Beller, Accountant	

Alternatively, at the Bank's option, the call back may be made to any person designated on the signature cards or any other account documentation on file with the Bank for the undersigned's accounts as authorized to issue Instructions or otherwise transact business on such account.

In addition to call back, the parties agree that for Instructions received by facsimile transmission, or in writing, the Bank will determine whether the Instructions purport to bear the signature of any individual who is designated on the current signature cards or other account documentation on file with the Bank for the undersigned's account(s) as authorized to issue Instructions or otherwise transact business on such accounts.

The security procedures and other terms specified in this Agreement also apply to amendments and cancellations of Instructions. It is understood that these security procedures are designed to verify the authenticity, and not the correctness, of Instructions.

The Bank may, at its option, record (electronically or otherwise) any call back made pursuant to this Agreement, any Instructions or other instructions given by telephone and any other telephone discussions relating to Instructions.

The undersigned agrees that its rights and duties and those of the Bank hereunder shall be governed by the terms of the Bank's Account Terms and Conditions (as may be amended from time to time) applicable to the undersigned's accounts at the Bank. The undersigned agrees that the security procedures set forth herein constitute a commercially reasonable method of providing security against unauthorized Instructions. The undersigned agrees to be bound by any instruction, whether or not authorized, issued in the undersigned's name and accepted by the Bank in compliance with the security procedure set forth herein and the undersigned agrees to indemnify and hold the Bank harmless from any loss suffered or liability incurred by the Bank in, or arising from the Bank's execution of Instructions believed by the Bank in good faith to have been given (or signed in the case of any facsimile transmission) by a person authorized as provided above, provided the Bank has complied with such security procedure.

- Bank May Decline to Act.** It is understood that the Bank shall have no obligation to execute any instruction unless and until such instruction is verified in accordance with the security procedures set forth herein, and the undersigned will indemnify and hold the Bank harmless from any loss suffered or liability incurred by the Bank in refraining from processing an instruction after all reasonable efforts to verify such instruction in accordance with this agreement have failed or in delaying the execution of an instruction until such verification is obtained. Upon notice to the undersigned, the Bank may also, at its option, refuse to execute any instruction or part thereof for any other reason without incurring any responsibility for any loss, liability or expense arising out of such refusal.
- Indemnity.** The undersigned agrees to indemnify the Bank, its affiliates, subsidiaries and their directors, officers, representatives and agents on demand for all losses, claims, damages or expenses (including legal fees and disbursements) which it or any of them may suffer or incur in connection with this Agreement, including, but not limited to, acting or refusing to act on any Telephone or Telex or Facsimile or Written Instruction, whether or not genuine or duly authorized.
- Our continued issuance of Transfer Instructions following our receipt, execution and return of this letter to the bank will constitute our agreement to the security procedures and other terms specified herein.

Account Holders: \_\_\_\_\_ Thomas World-Air LLC  
Name of Company

By: \_\_\_\_\_  
Signature(s)

**CLOSED** \_\_\_\_\_  
Name and Title

DATE: 12/31/12

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Virgin Islands

Limited Liability Company
Resolutions For Telephone/
Telex/Facsimile/Written Instructions

We the undersigned Members, Managers, or Officers of

Jeffrey Epstein-member Jeanne Brennan- manager

A company duly organized and existing under the laws
of

U.S. Virgin Islands

Held at St. Thomas on the 24th day of October, 20 11

IT WAS RESOLVED

1. That the company issue in favor of FirstBank (the "Bank") a Limited Liability Company Authorization and Indemnity Agreement For Telephone/Telex/Facsimile/Written Instructions in the form required by the Bank, a copy of such form having been presented to and approved by the Members, Managers, or Officers.

2. That Jeanne Brennan, Manager and / Jeffrey Epstein, Member
(Print Name and Title) (Print Name and Title)
be authorized to execute the said Authorization and Indemnity Agreement in favor of the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand as Member/Manager/Officer of the Limited Liability Company this
24th day of October, 20 11

Handwritten signature of Jeanne Brennan

Signature

Jeanne Brennan, Manager
Name and Title

\* Select One

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DATE: 12/31/11

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Branch: 717

Account: [REDACTED]

PERSONAL OR COMMERCIAL  TBA NAICS CODE (if apply): 561110

Select:  RM  IM  ST  AM  XS  RE  TC  Other: \_\_\_\_\_

Prepared TB <u>SB</u>	<u>[Signature]</u>	Entered
Date 11/4/2011	Date <u>8/17/11</u>	Date

NAME & LEGAL TITLE MAINTENANCE

Actual Name: Thomas World Air LLC

New Name: \_\_\_\_\_

New Legal Title: \_\_\_\_\_

Connector Code: Change NAICS Code \*

CUSTOMER & PROFILE DATA MAINTENANCE

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_ Alt Phone Type: \_\_\_\_\_ Pager ID: \_\_\_\_\_

Contact Pref.: \_\_\_\_\_ Time: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Citizen: \_\_\_\_\_ Social Security: [REDACTED] Birth Date: \_\_\_\_\_

Primary ID: \_\_\_\_\_ Origin: \_\_\_\_\_ ID Number: \_\_\_\_\_

Secondary ID: \_\_\_\_\_ Origin: \_\_\_\_\_ ID Number: \_\_\_\_\_

Gender: \_\_\_\_\_ Language: \_\_\_\_\_ Home Owners: \_\_\_\_\_

Off / Employee: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Spouse Information:

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Customer Remarks: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Employer: \_\_\_\_\_

Employee Since: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Employer Phone: \_\_\_\_\_ Annual Gross: \_\_\_\_\_

Employment Status: \_\_\_\_\_

By Branch  
Customer Signature

Customer Signature

NNNS-0183-0508R

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income, gain, loss or deduction for such year or period, determined by the Company's accountants in accordance with Code Section 703(a), with the following adjustments:

(1) All income or gain of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profit and Loss pursuant to this subparagraph 7(a) shall be added to such taxable income, gain, loss or deduction.

(2) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as an expenditure described in such Section and not otherwise taken into account in computing Profit and Loss pursuant to this paragraph 7 shall be subtracted from such taxable income, gain, loss or deduction.

(B) Except as otherwise set forth in subparagraph 7(C) hereof, the distributive shares of each item of Profit, Loss, deduction, credit or basis of the Company for any Company Accounting Year or other period shall be allocated to the Members, pro rata, in proportion to their respective Percentage Interests.

(C) The Members, with the review and concurrence of the Company's accountants, may allocate taxable income, gain, loss, credit and deduction (or items thereof) arising in any Company Accounting Year in a manner other than as provided in subparagraph 7(B) hereof if, and to the extent that, the allocations otherwise provided under this paragraph 7 would not be permissible under Code Sections 704(b) and/or 704(c). Any allocation made pursuant to, and in accordance with, this subparagraph 7(C) shall be deemed to be a complete substitute for the allocation otherwise provided in subparagraph 7(B) hereof, and no amendment of this Agreement or approval of any Member shall be required with respect thereto, and each Member shall, for all purposes and in all respects, be deemed to have approved any such reasonable allocation.

(D) If a Company Interest is transferred or assigned during a Company Accounting Year, that part of any item of Profit, Loss, income, gain, deduction, credit, basis or tax incidents allocated pursuant to this paragraph 7 with respect to the Company Interest so transferred shall, in the reasonable discretion of the Members, be allocated between the transferor and the transferee in proportion to the number of days in such Company Accounting Year during which each owned such Company Interest, as disclosed by the Company books and records.

8. Distribution of Net Cash Flow . Except to the extent that Net Cash Flow shall be distributed upon termination of the Company pursuant to subparagraph 14(B) hereof, the Net Cash Flow of the Company shall be paid or distributed annually during each Company Accounting Year (or more or less frequently if the Members deem it advisable) to the Members, pro rata, in proportion to their respective Percentage Interests.

9. Legal Title to Company Assets. Legal title to the Company Assets shall be held in the name of the Company, or in any other manner which the Members determine to be in the best interest of the Company. Without limiting the foregoing grant of authority, the Members may cause the Company to take and hold title, or arrange to have title taken and held in the name of others, as trustees or nominees for and on behalf of the Company.

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10. Management.

(A) The business and affairs of the Company shall be managed by its Manager or Managers. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

(B) Number, Tenure and Qualifications. The Company shall initially have one (1) Manager. The number of Managers of the Company may be changed from time to time by the affirmative vote of Members holding at least a majority interest. In no instance shall there be less than one Manager. Each Manager shall hold office until he or she resigns or is removed pursuant to Section 10(K). Managers shall be appointed by the affirmative vote of Members holding at least a majority interest. Managers need not be residents of the Virgin Islands or Members of the Company.

(C) Certain Powers of Manager. Without limiting the generality of Section 10(A), and subject to the provisions of Section 10(B), the Manager shall have power and authority, on behalf of the Company:

- (1) Upon the affirmative vote of Members holding at least a majority interest, to acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person.
- (2) Upon the affirmative vote of Members holding at least a majority interest, to borrow money for the Company from banks, other lending institutions, the Managers, Members, or Affiliates of the Managers or Members on such terms as the Members deem appropriate, and in connection with such borrowing, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager.
- (3) To purchase liability and other insurance to protect the Company's property and business.
- (4) To hold and own any Company real and personal property in the name of the Company.

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- (5) To invest, in the name and for the benefit of the Company, any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.
- (6) To execute on behalf of the Company instruments and documents, including, without limitation: (a) instruments and documents having a value of \$2,000.00 or less, including but not limited to checks, drafts, notes, and other negotiable instruments; (b) mortgages or deeds of trust, security agreements, financing statements; (c) documents providing for the acquisition, mortgage, or disposition of the Company's property, including without limitation, quitclaim or warranty deeds; (d) assignments; (e) bills of sale; (f) leases; (g) partnership agreements; (h) agreements granting or accepting easements, including agreements assuming duties or obligations related thereto; (i) operating agreements of other limited liability companies; and (j) any other instruments or documents necessary, in the reasonable opinion of the Manager, to the ordinary conduct of the business of the Company. Any transaction having a value exceeding \$2,000.00 shall require the written approval of a majority of the Members' percentage interests.
- (7) To employ accountants, legal counsel, surveyors, appraisers, realtors, managing agents or other experts to perform services for the Company and to compensate them from Company funds.
- (8) Except as otherwise provided in this Agreement, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve.
- (9) To do and perform all other acts as may be necessary or appropriate to the ordinary conduct of the Company's business.

(D) Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

(E) Limitations on Authority. Notwithstanding any other provision of this Operating Agreement, the Manager shall not cause or commit the Company to do any of the following without the express written consent of the Members holding a majority interest in the Company:

- (1) Incur an expense or invest capital exceeding \$2,000.00 for any single transaction,

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- (2) Sell or otherwise dispose of any Company real property,
- (3) Mortgage, pledge, or grant a security interest (collectively "pledge") in any property of the Company,
- (4) Incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a Member if, after such mortgage, pledge or grant, the aggregate indebtedness of the Company would exceed \$2,000.00.
- (5) Incur any liability or make any single expenditure or series of related expenditures in an amount exceeding \$2,000.00.
- (6) Construct any capital improvements, repairs, alterations or changes involving any amount in excess of \$2,000.00.
- (7) Lend money to or guarantee or become surety for the obligation of any person.
- (8) Compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of \$2,000.00.
- (9) Enter into any agreement regarding an easement for the benefit of or upon real property owned by the Company.

(F) **Liability for Certain Acts.** The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

(G) **Managers and Members have No Exclusive Duty to Company.** The Manager shall not be required to manage the Company as such Manager's sole and exclusive function and such manager (and any Manager or Member) may have other business interests and may engage in other activities in addition to those relating to the Company.

(H) **Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company, and each Manager shall be a sole signatory on such accounts, unless the Manager, or the Members by majority vote, determine otherwise.

(I) **Indemnity of the Manager, Employees and Other Agents.** The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

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The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

Notwithstanding any other provision of this Operating Agreement, no Manager shall be liable to any Member or the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Manager believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Operating Agreement. The Company shall indemnify the Manager for and hold him harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Manager; provided the Manager to be indemnified acted in good faith and in a manner such Manager believed to be consistent with the provisions of this Operating Agreement; and provided further that with respect to any criminal action or proceeding, the Manager to be indemnified had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that indemnification is not available. The obligation of the Company to indemnify any Manager under this Operating Agreement shall be satisfied out of Company assets only, and if the assets of the Company are insufficient to satisfy its obligation to indemnify any Manager, such Manager shall not be entitled to contribution from any Member.

(J) Resignation. Any Manager of the Company may resign at any time by giving written notice to all Members of the Company. The resignation of any Manager shall take effect upon receipt of notice of such resignation or at such later time as shall be specified in such notice; and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Member's rights as an equity owner.

(K) Removal. At a meeting called expressly for that purpose, or by consent of the Members in writing, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding Voting Interests which, taken together, exceed 50% of the aggregate of all Voting Interests other than Voting Interests of the Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(L) Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members holding a majority interest (determined without regard to any voting interest owned by a Manager who was removed pursuant to the previous subsection during the preceding 24 month period.) Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by affirmative vote of Members holding a majority interest.

(M) Right to Rely on the Manager. Any Person dealing with the Company may rely (without the duty of further inquiry) upon a certificate signed by any Manager as to:

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- (1) The identity of any Manager or Member;
- (2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company,
- (3) The Persons who are authorized to execute and deliver any instrument or document of the Company, or
- (4) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member's interest therein.

(N) Notwithstanding the provisions of subparagraph 10(A) hereof, it is understood and agreed that the following actions and/or decisions with respect to the management of the Company shall require the unanimous written consent of the Members:

- (1) the transfer, assignment or other disposition of any Company Assets in trust for the benefit of creditors;
- (2) Amendment of this Operating Agreement;
- (3) The filing of bankruptcy or similar reorganization;
- (4) The sale of all or substantially all of the Company's assets.

#### 11. Books and Records.

(A) The Company shall keep its books and records at its principal office or at such other or additional offices (within or without the United States Virgin Islands) as the Members shall deem advisable.

(B) All decisions with respect to accounting matters, except as otherwise specifically set forth herein, shall be made by the Members.

(C) The Company may make all elections for Federal income tax purposes upon the unanimous decision of the Members.

12. Assignability of Company Interests. The sale, assignment, transfer, conveyance or other encumbrance of any Company Interest shall be permitted only upon unanimous vote of the Members.

13. Cessation of Membership. In the event of the death, resignation, retirement, withdrawal, expulsion, complete liquidation or dissolution or adjudication of bankruptcy or a Member, (except a member holding title to his or her interests as a tenant by the entirety) or other event specified under Virgin Islands law as an event effecting a member's dissociation, (a "Cessation Event"), such Member (the "Withdrawing Member") shall cease to be a Member in the Company, and; in such event, the Members

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other than the Withdrawing Member (collectively, the "Continuing Members"), for a period of ninety (90) days after the date of the Cessation Event, shall have the option (but shall not be obligated) to purchase (pro rata, in proportion to their respective Percentage Interests, unless they agree upon another proportion) all (but not less than all) of the Company Interest of the Withdrawing Member (the "Option Interest"). If fewer than all Continuing Members elect to exercise this option, those exercising the option shall be entitled to purchase the Withdrawing Member's share.

14. Dissolution and Termination of Company.

(A) The Company shall be dissolved, the Company Assets shall be disposed of, and its affairs wound up, upon the occurrence of the earliest of the following events:

(1) the occurrence of a Cessation Event; provided, however, that, if, within ninety (90) days after the occurrence of such Cessation Event, the remaining Members unanimously elect to continue the Company and the Company business, then (A) the Company shall not be dissolved, (B) the company and the Company business shall be continued, and (C) this Agreement shall be amended to reflect such continuation;

(2) the unanimous written consent of the Members of the Company; or

(3) the expiration of the Term; or

(4) the entry of a decree of judicial dissolution under the Act.

(B) The Company shall terminate when all the Company Assets have been disposed of (except for any liquid assets not so disposed of), and the net proceeds therefrom, as well as any other liquid assets of the Company, shall, unless otherwise required by the Act, be distributed as follows: (i) first, to the creditors of the Company for the payment or due provisions for the liabilities of the Company (including loans, if any, to the Company from Members), and (ii) second, to the Members, pro rata, in accordance with their respective positive Capital Account balances (after the allocation of all items of income, gain, loss, credit and deduction (or items thereof) under and pursuant to paragraph 7 hereof).

15. Indemnification of Organizers or Members.

(A) To the extent not inconsistent with the laws and public policies of the United States Virgin Islands, the Company shall indemnify, defend and hold harmless any organizer of the Company and any Member (and any affiliate thereof) from and against any and all claims, demands, liabilities, costs, damages and causes of action, of any nature whatsoever, arising out of or incidental to the organization and/or management of the Company's affairs, except where the claim at issue is based on fraud, gross negligence or willful misconduct.

CLOSED

DATE: 12/31/19

CONFIDENTIAL

SDNY\_GM\_00013142

CONFIDENTIAL

FirstBankPR000305

EFTA\_00123785

EFTA01268989

(B) The indemnification authorized by this paragraph 15 shall include, but not be limited to, payment of (i) reasonable attorneys' fees or other expenses incurred in connection with settlement or in any finally-adjudicated legal proceeding, and (ii) the removal of any liens affecting any property of the indemnitee.

16. Miscellaneous Provisions.

(A) The Members hereby agreed to execute and deliver all documents, provide all information and take or refrain from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement and the Articles.

(B) All notices provided for herein shall be in writing, hand delivered, with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid, or by overnight courier, to the address of the Member as shown in Exhibit A, unless notice of a change of address is given to the Company pursuant to the provisions of this subparagraph 16(B). Any notice which is required to be given within a stated period of time shall be considered timely if delivered or postmarked before midnight of the last day of such period. Any notice made hereunder shall be deemed effective for all purposes and in all respects when sent (or given) to any Member at the address set forth in Exhibit A hereof, or at such other address specified by a Member for which notice has been received by the Company in accordance with this subparagraph 16(B).

(C) This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the laws of the United States Virgin Islands, without regard to principles of conflicts of laws.

(D) This Agreement shall inure to the benefit of and bind the parties hereto, their respective estates, heirs, personal or legal representatives and (subject to the provisions of this Agreement relating to transferability) assigns.

(E) Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined herein and/or the terms otherwise used in this Agreement their proper meanings. The term parties hereto includes the undersigned and all subsequent signatories hereof.

(F) This Agreement and Exhibit A attached hereto and the Articles set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, the Company's business and the Company Assets, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, except as set forth herein.

(G) If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full

CLOSED

12/31/19

SDNY\_GM\_00013143

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force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(H) This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions herein relating to successors and assigns, and no other person or entity will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(I) The terms "bankruptcy" and "bankrupt," and derivations thereof, shall be deemed to refer not only to an adjudication of bankruptcy under the Federal Bankruptcy Report Act of 1978, but also to an adjudication of insolvency under any state or local insolvency statute or procedure.

(J) All amendments to this Agreement will be in writing and signed by all the Members.

(K) All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(L) This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the date first above written.

Member:



Jeffrey E. Epstein  
Sole Member

**CLOSED**

DATE: 12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013144

FirstBankPR000307

EFTA\_00123787

EFTA01268991

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**-O-**

CHARLOTTE AMALIE, ST. THOMAS, VI 00802

**OFFICE OF THE LIEUTENANT GOVERNOR**

**CERTIFICATE OF EXISTENCE**

To Whom These Presents Shall Come:

I, GREGORY R. FRANCIS, Lieutenant Governor of the Virgin Islands, do hereby certify:

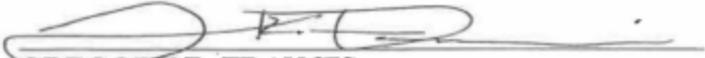
That **THOMAS WORLD AIR, LLC** filed Articles of Organization with the Office of the Lieutenant Governor on **September 19, 2008** and the Company is duly organized under the laws of the United States Virgin Islands;

*That the duration of this Limited Liability Company is unlimited;*

That the company has paid all applicable fees to date; and

That Articles of Termination have not been filed by the company.

In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 16<sup>th</sup> day of September, A.D. 2011.

  
**GREGORY R. FRANCIS**  
Lieutenant Governor of the Virgin Islands

**CLOSED**

DATE: 12/31/11 



SDNY\_GM\_00013145

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000308

EFTA\_00123788

EFTA01268992

Date of this notice: 11-01-2011

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

THOMAS WORLD AIR LLC  
JEFFREY EPSTEIN SOLE MBR  
6100 RED HOOK QUARTER B3  
ST THOMAS, VI 00802

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 66-0774563. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

**CLOSED**  
DATE: 12/31/19

SDNY\_GM\_00013146

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000309

EFTA\_00123789

EFTA01268993

**THOMAS WORLD AIR, LLC OPERATING AGREEMENT**

Exhibit A

<u>Member</u>	<u>Capital Contribution</u>	<u>Interest</u>
Jeffrey E. Epstein		100%

**CLOSED**  
DATE: 12/31/19A

Thomas World Air, LLC  
6100 Red Hook Quarter B3  
St. Thomas USVI 00802

October 31, 2011

Mr. Brian Boodhoo  
Platinum Banking Division  
First Bank  
St. Thomas USVI 00802

Dear Mr. Boodhoo,

Please be advised that we are authorizing First Bank to establish a checking account titled Thomas World Air, LLC. This bank account will be used to pay expense for maintenance and storage of personal aircraft.

Sincerely,



Jeanne Brennan  
Manager

---

**CLOSED**  
DATE: 12/31/19 *✱*

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013148

FirstBankPR000311

EFTA\_00123791

EFTA01268995

**ID Verification OFAC Result.**

**OFAC CHECK: PASSED**

**Captured Data**

Name:	Jeanne Brennan
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	

**Print This Page - Close**

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).

*JB*

**CLOSED**  
DATE: 12/31/19

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011  
SDNY\_GM\_00013149

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000312

EFTA\_00123792

EFTA01268996

**ID Verification OFAC Result.**

**OFAC CHECK: PASSED**

**Captured Data**

Name:	Harry Beller
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	

**Print This Page - Close**

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*JB*

**CLOSED**  
DATE: 12/31/19 *A*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776> 11/2/2011  
SDNY\_EM\_00813150

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000313

EFTA\_00123793

EFTA01268997

**ID Verification OFAC Result.**

**OFAC CHECK: PASSED**

**Captured Data**

Name:	Jeffrey Epstein
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	

**Print This Page - Close**

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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*JB*

**CLOSED**

DATE: 12/31/14 *★*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776> 11/2/2011  
SDNY\_GM\_00013151

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000314

EFTA\_00123794

EFTA01268998

**ID Verification OFAC Result.**

**OFAC CHECK: PASSED**

**Captured Data**

Name:	Jeffrey Epstein
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	

[Print This Page - Close](#)

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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*JB*

**CLOSED**

DATE: 12/31/19 *★*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011  
SDNY\_GM\_00013152

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000315

EFTA\_00123795

EFTA01268999

**ID Verification OFAC Result.**

**OFAC CHECK: PASSED**

**Captured Data**

Name:	Thomas World Air, LLC
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	

**Print This Page - Close**

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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*JB*

**CLOSED**  
DATE: *12/31/19*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011  
SDNY\_GM\_00013153

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000316

EFTA\_00123796

EFTA01269000

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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**Business Information Response**

**Business Information (As Entered)**

THOMAS WORLD AIR LLC

Fed Tax ID: [REDACTED]

8203 LINDBERG BAY SUITE 3

ST THOMAS, VI 00802

*Handwritten signature and date 11/3/11*

**Non FCRA**

**Identification Information**

Federal Tax Id & Business Name Match : No

**ChexSystems® History**

No Closures Found

No Purchased Debt Found

No Previous Inquiries Found

**Inquiry ID**

512803371

**Reference Detail**

Transaction Tracking ID:

1320337296940:9747:UXAP302P\_Z1:

**Print This Page - Close**

**CLOSED**  
DATE: 12/31/11

**CONFIDENTIAL**

**Business Verification Results for THOMAS WORLD AIR, LLC**

**RESULTS SUMMARY**

OFAC CHECK: PASSED  
IDV RESPONSE: OVERRIDE

EIN: FAILED

Input EIN: [REDACTED]

NAME MATCH: FAILED

Input Name: THOMAS WORLD AIR, LLC  
Dif. Info: THOMAS ELECTRONICS  
Dif. Info: ST THOMAS AIR SERVICES INC  
Dif. Info: THOMAS REL

11/31/11

ADDRESS MATCH: FAILED

Input Address: 8203 LINDBERG BAY SUITE #3 ST THOMAS VI 00802  
Dif. Info: 2A HODGES ST ST THOMAS VI 00802  
Dif. Info: 9 ESTATE BOVONI ST THOMAS VI 00802  
Dif. Info: 2A HODGES ST ST THOMAS VI 00801

**Alternative Verifications**

PHONE MATCH:

Input Phone: No verification data given

Dif. Info: [REDACTED]

Dif. Info: [REDACTED]

**Additional Actions taken:**

\* Note - Please confirm the EIN.

**Override Comments:**

On 11/03/11 at 11:21:30 Eudean Vidal Added: Incorrect - SSN  
CLIENTS EIN NUMBER WAS VERIFIED ON DOCUMENT FROM IRS

**CLOSED**

DATE: 12/31/11

**Account Status:** OPENED

[Print This Page](#) - [Close](#)

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**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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11/3/11

**CLOSED**

DATE: 12/31/19

<https://production.penleyinc.com/penley/secure/VBEReportDetail.do?mode=print&oid=10...> 11/3/2011

SDNY\_GM\_00013156

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000319

EFTA\_00123799

EFTA01269003

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).

**Consumer Information Response**

**Consumer Information (As Entered)**

HARRY BELLER  
LITTLE SAINT JAMES ISLAND  
ST THOMAS, VI 00802

SSN/ITIN: [REDACTED]  
DOB: [REDACTED]

*11/3/11*

DL# : 628679340  
DL State : NY

Country of Residence: United States

**Account Actions**

Action: REVIEW

**Non FCRA**

**Identification Information**

SSN Validation: BECAME AVAILABLE FOR ISSUANCE IN 1972 IN NY SSN:Y  
DL Format: VALID DRIVERS LICENSE FORMAT

**ChexSystems® History**

Total Closures:	0	Total Purchased Debt:	0
Disputed:	0	Disputed:	0
Paid:	0	Paid:	0
Unpaid:	0	Unpaid:	0
Partially Paid:	0	Partially Paid:	0
Sold:	0	Sold:	0

Retail: NOTE \* THERE IS NO RETAIL INDICATOR

**Closure Details**

No Closures Found

**Purchased Debt Details**

No Purchased Debt Found

**CLOSED**

DATE: *12/31/14*

**Inquiry Details**

Total Number of Inquiries: 3      Number of Inquiring FI's: 3

Inquiry Date	Consumer Name	Inquirer Name
03/29/2011	HARRY BELLER	SABADELL UNITED BANK

<https://production.penleyinc.com/penley/secure/chexSystemsPersonReport.do?reportType...> 11/3/2011  
SDNY\_GM\_00013157

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FirstBankPR000320

EFTA\_00123800

EFTA01269004

11/10/2009	HARRY BELLER	FIRSTBANK
10/03/2009	HARRY BELLER	FIRSTBANK

**Inquiry 1 of 3**

Inquiry Date: 03/29/2011

Inquiry ID: [REDACTED]

INQUIRY PERFORMED BY  
 SABADELL UNITED BANK  
 DORAL OFFICE #004  
 3275 NW 87TH AVENUE  
 MIAMI, FL 33172

CONSUMER INQUIRED UPON  
 [REDACTED]  
 HARRY BELLER  
 12 GOLAR DR  
 MONSEY, NY 10952-2845

11/3/11

**Inquiry 2 of 3**

Inquiry Date: 11/10/2009

Inquiry ID: 346500644

INQUIRY PERFORMED BY  
 FIRSTBANK  
 #732 YACHT HAVEN OFFICE  
 5316 YACHT HAVEN GRANDE  
 ST THOMAS, VI 00802

CONSUMER INQUIRED UPON  
 [REDACTED]  
 HARRY BELLER  
 12 GOLAR DR  
 MONSEY, NY 10952-2845

**Inquiry 3 of 3**

Inquiry Date: 10/03/2009

Inquiry ID: 338982658

INQUIRY PERFORMED BY  
 FIRSTBANK  
 #150 PORT OF SALES  
 P. O. BOX 9146  
 SANTURCE, PR 00908

CONSUMER INQUIRED UPON  
 [REDACTED]  
 HARRY BELLER  
 12 GOLAR DR  
 MONSEY, NY 10952-2845

**Inquiry ID**  
512807827

**Reference Detail**  
 Debit Bureau Reference#: [REDACTED]  
 Transaction Tracking ID: [REDACTED]

Print This Page - Close

**CLOSED**  
 DATE: 12/31/11

### ID Verification Results for HARRY BELLER

#### RESULTS SUMMARY

OFAC CHECK: PASSED  
IDV RESPONSE: OVERRIDE

Notice - There are multiple names associated with this SSN. This could be due to different spellings, legal name changes, or identity fraud. If you deem necessary, you may note additional documentation

SSN: PASSED  
Issued between 1972 and 1974 in NY.  
Input SSN: [REDACTED]

11/3/11

NAME MATCH: PASSED  
Input Name: HARRY BELLER

ADDRESS MATCH: FAILED

Input Address: LITTLE SAINT JAMES ISLAND ST THOMAS VI 00802  
Dif. Info: 12 GOLAR DR MONSEY NY 10952  
Dif. Info: 1112 AVENUE V BROOKLYN NY 11223  
Dif. Info: E 1396 17TH ST BROOKLYN NY 11230

DATE OF BIRTH MATCH: PASSED  
Input Date of Birth: [REDACTED]

#### Alternative Verifications

HOME PHONE MATCH:  
Input Home Phone: No Verification Data Given  
Dif. Info: [REDACTED]  
Dif. Info: [REDACTED]

CLOSED

DATE: 12/31/11

LICENSE MATCH: No Data Available  
Input License Number: [REDACTED]

DECEASED: NO

Account Status: OPENED

#### Override Comments:

On 11/03/11 at 11:34:42 Eudean Vidal Added: Incorrect - SSN EXISTING SIGNER ON BUSINESS ACCOUNT-

<https://production.penleyinc.com/penley/secure/fastWatchReportDetail.do?mode=print&oi...> 11/3/2011

SDNY\_GM\_00013159

# CONFIDENTIAL

CONFIDENTIAL

FirstBankPR000322

EFTA\_00123802

EFTA01269006



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**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

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*11/2/11*

**CLOSED**

DATE: *12/31/19*

<https://production.penleyinc.com/penley/secure/fastWatchReportDetail.do?mode=print&oi...> 11/3/2011  
SDNY\_GM\_00013160

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000323  
EFTA\_00123803

EFTA01269007

Thomas World Air, LLC  
6100 Red Hook Quarter B3  
St. Thomas USVI 00802

October 31, 2011

Mr. Brian Boodhoo  
Platinum Banking Division  
First Bank  
St. Thomas USVI 00802

Dear Mr. Boodhoo,

Please be advised that we are authorizing First Bank to establish a checking account titled Thomas World Air, LLC. This bank account will be used to pay expense for maintenance and storage of personal aircraft.

Sincerely,



Jeanne Brennan  
Manager

**CLOSED**  
DATE: 12/31/19

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013161

FirstBankPR000324

EFTA\_00123804

EFTA01269008

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Thomas World Air, LLC**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**6100 Red Hook Quarter B3**

City, state, and ZIP code  
**St. Thomas, VI 00802**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
: :  
: :  
OR  
Employer identification number  
[REDACTED]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *George Benson* Date ▶ 11/2/11

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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DATE: 12/31/11

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TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

ARTICLES OF ORGANIZATION  
OF  
THOMAS WORLD AIR, LLC

**THE UNDERSIGNED ORGANIZER** for the purpose of forming a limited liability company under the laws of the Virgin Islands and pursuant to Title 13, Chapter 15 of the Virgin Islands Code, hereby adopt the following **ARTICLES OF ORGANIZATION** for such corporation:

**FIRST:** The name of the Limited Liability Corporation is

**THOMAS WORLD AIR, LLC**

**SECOND:** The physical and mailing address of its central designated office in the United States Virgin Islands is c/o Hodge & Francis, 1340 Larnberg, St. Thomas, VI 00802. The name and physical mailing address of its registered agent for service of process is Denise Francis, Esquire, Hodge & Francis, 1340 Larnberg, St. Thomas, VI 00802.

**THIRD:** The name and physical address of each organizer of this company is Denise Francis, Hodge & Francis, 1340 Larnberg, St. Thomas, VI 00802.

**FOURTH:** The minimum amount of capital with which the company will commence business in the Virgin Islands is One Thousand Dollars (\$1,000.00).

**FIFTH:** The duration of the company is unlimited duration.

**SIXTH:** The company is Manager Managed. The name and physical address of the initial manager is Darren Indyke with a physical address of 1340 Larnberg, St. Thomas, VI 00802. The mailing address of the Manager Darren Indyke is c/o Hodge & Francis, 1340 Larnberg, St. Thomas, VI 00802.

**SEVENTH:** Members of the company are not liable in their capacity as Members for the debts and obligations of the company.

OFFICE OF THE LIEUTENANT GOVERNOR  
TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

**CLOSED**

DATE: 12/31/14

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América Móvil  
Cable & Data

IN WITNESS WHEREOF, the undersigned, duly authorized representative  
of América Móvil, has hereunto set his hand and seal on this 11<sup>th</sup> day of  
September, 2009.

*[Signature]*  
[Illegible text]

ACKNOWLEDGMENT

TERRITORY OF VIRGIN ISLANDS

DISTRICT OF ST. JOHN'S NEBRASKA

I, the undersigned, América Móvil, hereby acknowledge that on this 11<sup>th</sup>  
day of September, 2009, I have signed and acknowledged the above.

IN WITNESS WHEREOF, the undersigned, duly authorized representative

*Mark Hodge*  
[Illegible text]  
My Commission Expires:  
April 20, 2012  
LNP-008-08

**CLOSED**

DATE: 12/31/19-*[Signature]*

**CONFIDENTIAL**

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EFTA01269011

THOMAS WORLD AIR, LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") of THOMAS WORLD AIR, LLC (the "Company") is made and entered into, effective for all purposes and in all respects as of the 22<sup>nd</sup> day of January, 2010, ( the "Effective Date"), by the undersigned parties.

WHEREAS, a limited liability company has been formed under the name THOMAS WORLD AIR, LLC for the purposes set forth in Paragraph 4 hereof, pursuant to the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as amended (the "Act"), and other applicable laws of the United States Virgin Islands; and

WHEREAS, the undersigned for himself and any other persons who may become members of the Company in accordance with the terms of this Agreement and the Act (hereinafter referred to as a "Member" or "Members"), desires by this Agreement to set forth certain provisions regarding the Company's capitalization, operation, management and profit and loss allocation, among other things.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, hereby covenant and agree as follows:

1. Definitions.

(A) "Act" shall mean the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as the same may be amended from time to time.

(B) "Agreement" shall mean this Operating Agreement and Exhibit A attached hereto, as originally executed and as amended from time to time in writing.

(C) "Capital Account" shall, with respect to each Member, mean and refer to the separate "book" account for such Member to be established and maintained in all events in the manner provided under, and in accordance with, Treasury Regulation § 1.704-1 (b)(2)(iv), as amended, and in accordance with the other provisions of Treasury Regulation § 1.704-1 (b) that must be complied with in order for the Capital Accounts to be determined and maintained in accordance with the provisions of Treasury Regulation § 1.704-1(b)(2)(iv). In furtherance of and consistent with the foregoing, a Member's Capital Account shall include generally, without limitation, the Capital Contribution of a Member (as of any particular date), (i) increased by the Member's distributive share of profits, income and gain of the Company (including, if such date is not the close of the Company Accounting Year, the distributive share of profits, income and gain of the Company for the period from the close of the last Company Accounting Year to such date), and (ii) decreased by the Member's distributive share of losses and deductions of the Company and distributions by the Company to such Member (including, if such date is not the close of the Company Accounting Year, the distributive share of losses and

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deductions of the Company and distributions by the Company during the period from the close of the last Company Accounting Year to such date). For purposes of the foregoing, distributions of property shall result in a decrease in a Member's Capital Account equal to the agreed fair market value of such property distributed (less the amount of indebtedness, if any, of the Company which is assumed by such Member and/or the amount of indebtedness, if any, to which such property is subject, as of the date of distribution) by the Company to such Member.

(D) "Capital Contribution" or "Capital Contributions" shall mean and refer to the amount of cash, and/or the agreed fair market value of property (less the amount of indebtedness, if any, of such Member which is assumed by the Company and/or the amount of indebtedness, if any, to which such property is subject, as of the date of contribution, without regard to the provisions of Code Section 7701(g)), actually contributed by a Member to the capital of the Company, as well as any additional contributions actually made pursuant to this Agreement, including, but not limited to, any amounts paid by a Member (except to the extent indemnification is made by another Member) in respect of any claims, liabilities or obligations against the Company and/or pursuant to any guaranty of Company indebtedness or otherwise by such Member.

(E) "Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to Sections of the Code shall include any corresponding provision or provisions of succeeding law.

(F) "Company" shall refer to THOMAS WORLD AIR, LLC.

(G) "Company Accounting Year" shall mean and refer to the accounting year of the Company, ending December 31 of each year.

(H) "Company Assets," at any particular time, shall mean and refer to the Company Property (as hereinafter defined) and any other assets or property (tangible or intangible, choate or inchoate, fixed or contingent) of the Company.

(I) "Company Interest" shall mean and refer to the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act.

(J) "Company Property" shall mean and refer to all real estate and personal property owned by the Company, together with all rights, privileges, interests, easements, improvements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto.

(K) "Exhibit A" shall mean and refer to the original Exhibit A to this Agreement, relating to the names, addresses and Percentage Interests of the Members.

(L) "Member" or "Members" shall mean and refer to those persons and/or entities designated as such on Exhibit A attached hereto, either individually or collectively, who are the equity owners of the Company.

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(M) "Net Cash Flow" of the Company shall mean all cash receipts of the Company on hand from time to time (including, without limitation, the proceeds of any loans, gross sales proceeds and the cash Capital Contributions of the Members), less the total cash disbursements of the company (including, without limitation, operating expenses and capital expenditures of the Company and repayments of any loans, including those from any Member(s)), and less any working capital cash reserve(s) which the Members deem necessary for the efficient conduct of the Company.

(N) "Percentage Interest" of a Member shall mean the percentage participation in the Company of such Member as set forth opposite the name of such Member under the column "Percentage Interest" in Exhibit A attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

(O) "Substitute Member" shall mean any person or entity who or which is admitted as a Member of the Company pursuant to Paragraph 12 hereof.

(P) "Term" shall mean and refer to the period of time that the Company shall continue in existence, which shall commence as of the Effective Date of its formation and be of unlimited duration.

(Q) "Manager" shall mean one or more managers. Specifically, "Manager" shall mean Jeanne Brennan or any other person or persons who succeed her in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

2. Name of Company. The name of the Company shall be "THOMAS WORLD AIR, LLC".

3. Formation of Company. The sole Member caused to be organized and formed a limited liability company under the laws of the United States Virgin Islands by the filing of the Articles of Organization of the Company (the "Articles") pursuant to the Act (on behalf of the Members and any Substitute Member(s)). This Agreement is subject to, and governed by, the Act and the Articles which were filed with the Office of the Lieutenant Governor, Corporate Division. In the event of a direct conflict between the provisions of this Agreement and either the mandatory provisions of the Act or the Articles, such mandatory provisions of the Act or the Articles, as the case may be, shall be controlling.

4. Company Purpose. The general purposes of the Company are to acquire, own, hold, develop, construct, lease, manage, operate and/or, if and when necessary or appropriate, sell or otherwise dispose of the Company Property (or any portion thereof), whether located in the U.S. Virgin Islands or elsewhere, and other real and personal property of any kind or nature and to engage in any and all activities incidental or related to the foregoing or otherwise engage in and do any act concerning any or all lawful businesses for which limited liability companies may be organized according to the Act.

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DATE: 12/31/19

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5. Principal Office: Resident Agent. The principal office of the Company shall be located at 6100 Red Hook Quarter, Suite B-3, American Yacht Harbor, St. Thomas, Virgin Islands 00802.

The mailing address for the Company shall be c/o Hodge & Francois, 1340 Taarneberg, St. Thomas, VI 00802.

The resident agent of the Company (the "Resident Agent") in the United States Virgin Islands for service of process shall be Denise Francois, who is a resident of the United States Virgin Islands, or such other person as may be designated by the Members. The address of the Resident Agent is Hodge & Francois, 1340 Taarneberg, St. Thomas, Virgin Islands, 00802.

6. Capital Contributions.

(A) Each Member shall contribute to the capital of the Company the amount set forth after the name of such Member in Exhibit A, and such Member shall receive appropriate credit to his or its Capital Account therefor.

(B) In the event that, at any time, additional funds are required by the Company, the then existing Members, shall have the right (but not the obligation) to either contribute additional capital, or to cause the Company to borrow such required funds (the "Additional Funds"), with interest payable at then-prevailing rates, from commercial banks, savings and loans associations and/or other lending institutions or other persons (including Members). It is the present intent of the parties to contribute any additional capital required by the Company in equal shares. However, in the event that all the Members do not agree to contribute additional capital, or to cause the Company to borrow additional capital, then one or more but fewer than all authorized Members, if able and willing to contribute additional capital, may do so, in which event the capital accounts of the Members shall be adjusted to reflect the reallocation of ownership to conform to the total capital contributions of all Members, including the additional capital contributed hereunder.

(C) No Member shall be required to make any Capital Contribution to the Company beyond the amounts set forth in this paragraph 6(A), except as may be agreed to by such Member in writing. Additional capital may be contributed to the Company, but only upon the written consent of all Members, except under the terms of the preceding paragraph.

(D) No Member (in his or its capacity as a Member) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Company in excess of his or its Capital Contributions required under this paragraph 6, without such Member's prior written consent.

7. Allocation of Profit and Losses.

(A) "Profit" and "Loss" shall, for purposes of this paragraph 7, mean, for each fiscal year of the Company or other period, an amount equal to the Company's taxable

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DATE: 12/31/1978

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AFFIDAVIT RE NOT DOING BUSINESS

I, Jeanne Brennan, being of lawful age and after having been duly sworn, state that:

1. Jeffrey Epstein is and has been from the date of the filing of the Articles of Organization, a copy of which is attached hereto, the Sole Member of Thomas World Air , L.L.C. ("the Company").
2. I am and have been since January 22, 2010, the Manager of the Company.
3. I hereby confirm that the Company never did any business of any kind from the date of the filing of the Articles of Organization through the date of this statement and further state that the Company has no intention of doing any business in the foreseeable future.
4. I hereby further confirm that the Company did not do business and does not intend to do business because it is a holding company, which was not and is not intended to be used for any type of business.
5. I hereby further confirm that the Company will not do any business of any kind prior to applying for and obtaining a United States Virgin Islands Business License, a copy of which will be delivered to the Bank.
6. The Company requires a bank account for the purpose of paying its expenses.
7. I have personal knowledge of the facts herein stated.

*Jeanne Brennan*  
 JEANNE BRENNAN

CLOSED  
 DATE: 12/31/19

IN WITNESS WHEREOF the parties have signed and sealed this agreement this 1<sup>ST</sup> day of NOVEMBER 2011

SUBSCRIBED AND SWORN to me this 1<sup>ST</sup> day of NOVEMBER, 2011.

*Daphne Louise Wallace*  
 Notary Public  
 NOTARY PUBLIC  
 Name: *Daphne Louise Wallace*  
 My Commission Exp: January 6, 2014  
 NP Commission # NP-007-10  
 St. Thomas/St. John, USVI District

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Important note: Please refer to the Account Opening Procedures for specific information on the various types of documents required at account opening.

Account Title: Thomas World Air, LLC	Account Number: [REDACTED]	Date Opened: 11/3/2011
--------------------------------------	----------------------------	------------------------

Other Documents	Check <input checked="" type="checkbox"/> if is completed or N/A if not applicable	Remarks
Signature Cards	<input checked="" type="checkbox"/>	
Client Due Diligence Business Accounts	<input checked="" type="checkbox"/>	
Due Diligence for High Risk Business Accounts (Checklist)		
Observations at Place of Business		
OFAC/PLC (print evidence of verification)	<input checked="" type="checkbox"/>	
Document Checklist for Business Accounts File	<input checked="" type="checkbox"/>	
Appropriate W-8 Form (if non-U.S. entity)	<input checked="" type="checkbox"/>	
<b>Disclosures that must be given to client:</b>		
USA Patriot Act Customer Information Program Notice		
Rates and Fees Schedule		
Account Agreement		
FDIC Insuring Your Deposit Brochure (USVI only)		
Notice of Negative Information Disclosure		
First BanCorp. Information Sharing and Privacy Policy		
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)		
Business/Trade License (current)		
Certificate of Good Standing		
Articles of Incorporation (stamped by the Office of the Lieutenant Governor if USVI and the Registrar of Companies in the BVI)	<input checked="" type="checkbox"/>	
Certificate of Trade Name		
Corporate Resolution (with Corporate Seal)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)		
<b>Partnership Letter and Security Agreement</b>		
Business/Trade License (current)		
Partnership Agreement (if it exists)		
Certificate of Trade Name (if applicable)		
Certificate of Limited Partnership (if applicable)		
Resolution where Partnership contains Corporation as a Partner (if applicable)		
Partnership Contains Limited Liability Company as a Partner (if applicable)		
Partnership Contains Trust as a Partner (if applicable)		
Partnership Contains Joint Venture as a Partner (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
<b>Sole Proprietor Agreement (Individual)</b>		
Sole Proprietorship Multiple Authorized Signers (if applicable)		
Business/Trade License (current)		
Certificate of Trade Name (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
<b>Unincorporated Association Resolution (signed by the Secretary)</b>		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
<b>Copy of organization's 501 (c) (3) - USVI only</b>		
Certificate of Trade Name (if applicable)		
Corporate Resolution or Unincorporated Association Resolution		
Certificate of Incorporation or Certificate of Authority for Foreign and Foreign Non-Profit Corporation (if incorporated)		
Articles of Incorporation (if incorporated)		
Certificate of Good Standing (if BVI corporation for more than twelve months) (if incorporated)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger) - if incorporated		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) - if unincorporated		

*Handwritten signature/initials*

**CLOSED**

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Limited Liability Company Letter and Security Agreement		
Business/Trade License (current)		
Operating Agreement		
Articles of Organization or Certificate of Formation (non-bank form -- if the PLLC is a "new" PLLC)		
Certificate of Existence		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested) -- if unincorporated		
Limited Liability Company Contains Corporate Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		
Limited Liability Company Unincorporated Association as a Member/Manager (if applicable)		
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		
Corporate Resolution		
Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)		
Articles of Incorporation (stamped by the Office of the Lieutenant Governor)		
Business/Trade License (current)		
Corporate Resolution and Corporate Authorization and Indemnity Agreement for Telephone/Telex/Facsimile/Written Instructions. (This document is only required if client requests fund transfers by phone, fax or messenger)		
Limited Liability Company Letter & Security Agreement		
Business/Trade License (current)		
Certificate of Trade Name (if applicable)		
Operating Agreement		
Articles of Organization or Certificate of Formation (non-bank form required if the LLC is a "new" LLC)		
Certificate of Existence		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
Limited Liability Company Contains Corporate Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Company Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Partnership as a Member/Manager (if applicable)		
Limited Liability Company Contains Trust as a Member/Manager (if applicable)		
Limited Liability Company Contains Unincorporated Association as a Member/Manager (if applicable)		
Limited Liability Company Contains Joint Venture as a Member/Manager (if applicable)		
Limited Liability Partnership Letter and Security Agreement		
Certificate of Limited Partnership (Limited Partnership) -- Not required when opening accounts for law firms or security brokerage houses		
Certificate of Existence		
Business/Trade License (current)		
Operating Agreement		
Statement of Qualification or Statement of Foreign Qualification		
Certificate of Trade Name (if applicable)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
Limited Liability Partnership Contains Limited Liability Company as a Member/Manager (if applicable)		
Limited Liability Partnership Contains Limited Liability Partnership as a Member/Manager (if applicable)		
Limited Liability Partnership Contains Partnership as a Member/Manager (if applicable)		
Notice of Appointment (Court Order or Court Appointment Papers)		
Security Procedure Agreement for Telephone/Fax Issuance of Payment Orders or Request for International Drafts (if requested)		
Certificate of Trade Name (if applicable)		
Business/Trade License (current)		
Refer to the Account Opening Procedures for additional documents required for different types of business entities.		
IOLTA Account Notice of Financial Institution		
VILAF Account Notice of Financial Institution		
Business License (current)		
Certificate of Trade Name (if applicable)		
Refer to the Account Opening Procedures for additional documents required for different types of business entities.		
A legal document(s) in which it states the name of the person acting as administrator, tutor, executor or fiduciary and establishes his/her authorities		

DATE: 12/31/16

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If the PAC is an Unincorporated Association, then a letter signed by the president of the association stating the association purpose and an Unincorporated Association Resolution is required.		
If the PAC is a Not for profit Corporation, a Certificate of Incorporation for a Non-Stock Corporation is required.		
A certification from the Virgin Islands Board of Elections		
<b>Additional Documents (supporting documents)</b>	<b>Check <input checked="" type="checkbox"/> if is obtained or N/A if not applicable</b>	<b>Remarks</b>
Bureau Report <input type="checkbox"/> Credit <input type="checkbox"/> Other		
In-house Bank Reference		
Other Banking References		
Income Verification		
Professional association directory		
Marketing brochures, business Web site and other market media		
Site Photos, Utilities invoices (water, electricity, telephone)		
Sample of entity stationery (presentation card, letter head paper, envelopes...)		
Other:		

**FOR ACCOUNT REFERRALS ONLY**

If this account opening was referred by a Department's Officer, other than the Branch's Officer, please fill out the following certification:

This account was referred by (name) (title) of (Department) to be opened at Branch. I certify that I complied with the Customer Identification Program and reviewed this customer's profile and supporting documentation in compliance with the Customer Due Diligence and Enhance Due Diligence processes.

Name & Title

Signature

Date

**CLOSED**

DATE: 12/31/19

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**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

**Name (as shown on your income tax return)**  
Thomas World Air, LLC

**Business name, if different from above**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
6100 Red Hook Quarter B3

**City, state, and ZIP code**  
St. Thomas, VI 00802

**Requester's name and address (optional)**

List account number(s) here (optional)

**Part I Taxpayer identification number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**  
: :  
: :  
OR  
**Employer identification number**

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ 11/2/11

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CLOSED**

DATE: 12/31/14

**CONFIDENTIAL**

COMMERCIAL CHECKING ACCT 717-7171040305 Sign. Req. 1 COM Date: 11/03/2011

8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI

Name: THOMAS WORLD AIR, LLC SSN: ID Type: No.

Name: SSN: ID Type: No.

Name: SSN: ID Type: No.

Name: SSN: ID Type: No.

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees. Prepared by: EUDEAN VIDAL Authorized by:

COMMERCIAL CHECKING ACCT [REDACTED] Sign. Req. 1 COM Date: 11/03/2011

8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI HOME: WORK:

Name: THOMAS WORLD AIR, LLC SSN: ID Type: No.

Name: SSN: ID Type: No.

Name: SSN: ID Type: No.

Name: SSN: ID Type: No.

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees. Prepared by: EUDEAN VIDAL Authorized by:

COMMERCIAL CHECKING ACCT [REDACTED] Sign. Req. 1 COM Date: 11/03/2011

8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI HOME: WORK:

Name: THOMAS WORLD AIR, LLC SSN: ID Type: No.

Name: SSN: ID Type: No.

Name: **CLOSED** SSN: ID Type: No.

Name: DATE: 12/31/19 *[Signature]* SSN: ID Type: No.

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees. Prepared by: EUDEAN VIDAL Authorized by:

SDNY\_GM\_00013174

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000337

EFTA\_00123817

EFTA01269021

COMMERCIAL CHECKING ACCT [REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI	HOME: [REDACTED] WORK: [REDACTED]	
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.	
Name: JEFFREY EPSTEIN	SSN: [REDACTED] ID Type: PS [REDACTED]	
Name:	ID Type: No.	
Name:	SSN: ID Type: No.	

**SIGN HERE**

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: EUDEAN VIDAL Authorized by:	
COMMERCIAL CHECKING ACCT [REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI	HOME: [REDACTED] WORK: [REDACTED]	
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.	
Name: JEFFREY EPSTEIN	SSN: [REDACTED] ID Type: PS [REDACTED]	
Name:	SSN: ID Type: No.	
Name:		

**SIGN HERE**

*Scanned  
Doc.*

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: EUDEAN VIDAL Authorized by:
COMMERCIAL CHECKING ACCT [REDACTED]	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI	HOME: [REDACTED] WORK: [REDACTED]
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.
Name: JEFFREY EPSTEIN	SSN: [REDACTED] ID Type: PS [REDACTED]
Name:	SSN: ID Type: No.
Name:	

**SIGN HERE**

**CLOSED**

DATE: 12/31/19

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: EUDEAN VIDAL Authorized by:
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SDNY\_GM\_00013175

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000338

EFTA\_00123818

EFTA01269022

COMMERCIAL CHECKING ACCT [REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK: [REDACTED]
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.	
Name: JEANNE BRENNAN	SSN: [REDACTED] ID Type: PS No. [REDACTED]	
Name:	SSN: ID Type: No.	
Name:	SSN: ID Type: No.	

**SIGN HERE**

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: EUDEAN VIDAL Authorized by:	
COMMERCIAL CHECKING ACCT [REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK: [REDACTED]
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.	
Name: JEANNE BRENNAN	SSN: [REDACTED] ID Type: PS No. [REDACTED]	
Name:	SSN: ID Type: No.	
Name:	SSN: ID Type: No.	

**SIGN HERE**

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: EUDEAN VIDAL Authorized by:	
COMMERCIAL CHECKING ACCT [REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME: [REDACTED] WORK: [REDACTED]
Name: THOMAS WORLD AIR, LLC	SSN: [REDACTED] ID Type: No.	
Name: JEANNE BRENNAN	SSN: [REDACTED] ID Type: PS No. [REDACTED]	
Name:	SSN: ID Type: No.	
Name:	SSN: ID Type: No.	

**SIGN HERE**

**CLOSED**

DATE: 12/31/19

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SDNY\_GM\_00013176

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000339

EFTA\_00123819

EFTA01269023

COMMERCIAL CHECKING ACCT	[REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME:	[REDACTED]
Name: THOMAS WORLD AIR, LLC		WORK:	[REDACTED]
		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]
Name: HARRY BELLER		SSN:	[REDACTED]
		ID Type: LC	[REDACTED]
		No.	[REDACTED]
Name:		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]

**SIGN HERE**

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: EUDEAN VIDAL Authorized by:	
COMMERCIAL CHECKING ACCT	[REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME:	[REDACTED]
Name: THOMAS WORLD AIR, LLC		WORK:	[REDACTED]
		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]
Name: HARRY BELLER		SSN:	[REDACTED]
		ID Type: LC	[REDACTED]
		No.	[REDACTED]
Name:		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]

**SIGN HERE**

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: EUDEAN VIDAL Authorized by:	
COMMERCIAL CHECKING ACCT	[REDACTED]	Sign. Req. 1 COM	Date: 11/03/2011
8203 LINDBERG BAY SUITE #3 ST THOMAS, VI 00802-0000 CTRY- VI		HOME:	[REDACTED]
Name: THOMAS WORLD AIR, LLC		WORK:	[REDACTED]
		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]
Name: HARRY BELLER		SSN:	[REDACTED]
		ID Type: LC	[REDACTED]
		No.	[REDACTED]
Name:		SSN:	[REDACTED]
		ID Type:	[REDACTED]
		No.	[REDACTED]

**SIGN HERE**

**CLOSED**

DATE: 12/31/1978

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: EUDEAN VIDAL Authorized by:	
--	--	---	--

SDNY\_GM\_00013177

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FirstBankPR000340

EFTA\_00123820

EFTA01269024



Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number: 7221101970 **7191317861** Account Number which is attached to the Signer: \_\_\_\_\_

**1. Authorized Signer Information**

Name: Jeanne Initial: \_\_\_\_\_ Last Name: Brennan  
 Date of Birth: [REDACTED] Place of Birth: NY Social Security: [REDACTED]  
 Citizenship: USA Home Phone: [REDACTED] Other: [REDACTED]

Physical Address: 6110 Cabrita Point Mailing Address: 6501 Red Hook Plaza  
St. Thomas, USVI 00802 Ste 201  
St. Thomas, USVI 00802

Place of Employment: Financial Trust Company Employment Address: \$100 Red Hook Quarler B3  
 Occupation: CPA St. Thomas, VI 00802  
 Work Phone: [REDACTED]  
 Email: jwiebracht@gmail.com

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Passport	[REDACTED]	USA	05/19/2018
2nd	Voters Registration	[REDACTED]	USVI	

**2. Income**

Recurrent Source:  Own Business  Private  Government  Other, specify: \_\_\_\_\_  
 Annual Income:  \$0.01 - \$50,001  \$50,001 - \$150,000  \$150,001 - \$250,000  Over \$250,000

**3. Client Classification**

• If the answer is yes for A and C of the following questions, the client will be considered high-risk and further action is needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.  
 • If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required.

	Yes	No
A. Indicate whether the client is a nonresident alien: (NAICS #100000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Indicate whether the client is a resident alien: (NAICS #200000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called**

Name of the Representative who attended your call: \_\_\_\_\_  
 Response to Social Security: Year: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Response on Industry Behavior: \_\_\_\_\_  
 Response on ID: \_\_\_\_\_

**5. Account Opening Authorization**

Approved  Denied

Brian Boodhoo [Signature] 1195 10/31/11  
 Name Signature Officer No. Date

Comments, if applicable: \_\_\_\_\_

Interviewed by: Tara Bowers [Signature] 10/31/2011  
 Name Signature Date

NNND-1306-0410

CLOSED

DATE: 12/31/15

CONFIDENTIAL

SDNY\_GM\_00013178

CONFIDENTIAL

FirstBankPR000341

EFTA\_00123821

EFTA01269025



Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number 7221101376		Account Number which is attached to the Signer	
<b>1. Authorized Signer Information</b>			
Name: <u>Herry</u> Initial: _____ Last Name: <u>Beller</u>		Date of Birth: _____ Place of Birth: <u>NY</u> Social Security: _____	
Citizenship: <u>USA</u> Home Phone: _____ Other: _____		Physical Address: _____ Mailing Address: _____	
<u>Little Saint James Island</u> <u>St. Thomas, USVI 00802</u>		<u>6100 Red Hook Quarter B3</u> <u>St. Thomas, VI 00802</u>	
Place of Employment: <u>HBK Associates</u>		Employment Address: _____	
Occupation: <u>Accountant</u>		<u>301 East 86<sup>th</sup> Street</u>	
Work Phone: _____		<u>Ste. 10F</u>	
Email: _____		<u>New York, NY 10065</u>	
ID	Type	Number	Country
1st	Passport	_____	USA
2nd	Drivers License	_____	NY
			Expiration (MM/DD/YYYY)
			<u>10/4/14</u>
			<u>05/09/19</u>
<b>2. Income</b>			
Recurrent Source: <input type="checkbox"/> Own Business <input checked="" type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Other, specify: _____			
Annual Income: <input type="checkbox"/> \$0.01 - \$50,001 <input checked="" type="checkbox"/> \$50,001 - \$150,000 <input type="checkbox"/> \$150,001 - \$250,000 <input type="checkbox"/> Over \$250,000			
<b>3. Client Classification</b>			
<ul style="list-style-type: none"> <li>• If the answer is yes for A and C of the following questions, the client will be considered high risk and further action as needed as establish in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.</li> <li>• If the answer to C is yes, then authorization from the Compliance Department/BSA Division is required.</li> </ul>			
A. Indicate whether the client is a nonresident alien: (NAICS #100000)	Yes	No	
B. Indicate whether the client is a resident alien: (NAICS #200000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called</b>			
Name of the Representative who attended your call: _____			
Response to Social Security: Year: _____ State: _____ Other: _____			
Response on Industry Behavior: _____			
Response on ID: _____			
<b>5. Account Opening Authorization</b>			
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Denied	
<u>Brian Boodhoo</u> Name	<u>B A B</u> Signature	<u>1195</u> Officer No.	<u>11/2/11</u> Date
Comments, if applicable: _____			
Interviewed by: _____			
<u>Tara Bowers</u> Name	<u>Tara Bowers</u> Signature	<u>10/31/2011</u> Date	

NN65-1306-0410

CLOSED

DATE: 12/31/19

CONFIDENTIAL

SDNY\_GM\_00013179

CONFIDENTIAL

FirstBankPR000342

EFTA\_00123822

EFTA01269026

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel:	
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: Jeffrey Epstein <i>Jeffrey Epstein</i>	SSN:	[REDACTED]	
	ID Type:	[REDACTED]	
	No:	[REDACTED]	
Name: Harry Bettler <i>Harry Bettler</i>	SSN:	[REDACTED]	
	ID Type:	[REDACTED]	
	No:	[REDACTED]	
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN:	[REDACTED]	
	ID Type:	[REDACTED]	
	No:	[REDACTED]	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: Authorized by:	

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

**\*Important\*** Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013180

FirstBankPR000343

EFTA\_00123823

EFTA01269027

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel:	
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: Jeffrey Epstein <i>Jeffrey Epstein</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
Name: Harry Beller <i>Harry Beller</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: Authorized by:	

NA 101E 7/2002  
NNS-0001

Instructions for completion

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*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013181

FirstBankPR000344

EFTA\_00123824

EFTA01269028

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel:	
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: Jeffrey Epstein <i>Jeffrey Epstein</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
Name: Harry Beller <i>Harry Beller</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
Name: Jeane Brennan <i>Jeane Brennan</i>	SSN:	[REDACTED]	
	ID Type:		
	No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by:	Authorized by:	

NA 101E 7/2002  
NNS-0001

Instructions for completion

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*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19 *A*

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013182

FirstBankPR000345

EFTA\_00123825

EFTA01269029

Account Type:	Account Number:	Sign. Req.	Date:
Address:		To	[REDACTED]
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN:	[REDACTED]	
	ID Type: US PP	No:	[REDACTED]
Name:	SSN:	ID Type:	No:
Name:	SSN:	ID Type:	No:
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: <i>JB</i>	Authorized by: <i>[Signature]</i>

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

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*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013183

FirstBankPR000346

EFTA\_00123826

EFTA01269030

Account Type:	Account Number:	Sign. Req.	Date:
Address:		T [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN: [REDACTED] ID Type: 46 PP No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: <i>[Signature]</i> Authorized by: <i>[Signature]</i>	

NA 101E 7/2002  
NNS-0001

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*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: \_\_\_\_\_

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013184

FirstBankPR000347

EFTA\_00123827

EFTA01269031

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Te: [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN: [REDACTED] ID Type: US PP No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
<small>I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.</small>	Prepared by: <i>JB</i> Authorized by: <i>S</i>		

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

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**\*Important\*** Please provide each signature card in triplicate with the original signatures (no photocopies).

FirstBank is a subsidiary of First Bancorp (NYSE: FBP)

**CLOSED**

DATE: 12/31/19\*

**CONFIDENTIAL**

SDNY\_GM\_00013185

CONFIDENTIAL

FirstBankPR000348

EFTA\_00123828

EFTA01269032

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Harry Keller <i>Harry Keller</i>	SSN: [REDACTED] ID Type: NY Drivers License No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bankcorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: <i>JK</i> Authorized by: <i>JK</i>	

MA 101E 7/2002  
HNS-0001

Instructions for completion

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The Bank will complete the remaining fields.

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*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19 *AK*

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013186

FirstBankPR000349

EFTA\_00123829

EFTA01269033

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: <i>Harry Beller</i> <i>Harry Beller</i>	SSN:	[REDACTED]	
Name:	ID Type:	<i>NY D</i>	
Name:	No:	[REDACTED]	
Name:	SSN:		
Name:	ID Type:		
Name:	No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: <i>[Signature]</i> Authorized by: <i>[Signature]</i>	

NA 141E 72002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp NYSE: FBT*

**CLOSED**  
DATE: *12/31/19*

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013187

FirstBankPR000350

EFTA\_00123830

EFTA01269034

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel:	
Name: Thomas World Air, LLC	EIN:		
Name: <i>Harry Beller</i>	SSN:	ID Type: <i>NY Dn</i>	No:
Name:	SSN:	ID Type:	No:
Name:	SSN:	ID Type:	No:
<small>I/We hereby acknowledge having received the Deposit Account Agreement, the First Bank's Information Sharing and Privacy Policy, and the product rates and fees.</small>		Prepared by: <i>SB</i>	Authorized by: <i>SB</i>

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies)

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19A

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013188

FirstBankPR000351

EFTA\_00123831

EFTA01269035

Account Type:	Account Number:	Sign. Req. 1	Date:
Address:		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Jeffrey Epstein	SSN: [REDACTED] ID Type: U.S. D- [REDACTED] No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: [Signature] Authorized by: [Signature]	

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**  
DATE: 12/31/19

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013189

FirstBankPR000352

EFTA\_00123832

EFTA01269036

Account Type:	Account Number:	Sign. Req. 1	Date:
Address:		Tel: [REDACTED]	
Name: Thomas World Air, LLC		EIN: 660774563	
Name: Jeffrey Epstein		ID Type: <u>JI DL</u>	
Name:		No: [REDACTED]	
Name:		SSN:	
Name:		ID Type:	
Name:		No:	
Name:		SSN:	
Name:		ID Type:	
Name:		No:	
<small>I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.</small>		Prepared by: <u>AB</u> Authorized by: <u>[Signature]</u>	

NA 101E 7/2002  
NNS-0001

**Instructions for completion**

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

**\*Important\*** Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: 12/31/19 A

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013190

FirstBankPR000353

EFTA\_00123833

EFTA01269037

Account Type:	Account Number:	Sign. Req.	Date:
Address:		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN:	[REDACTED]	
Name: Jeffrey Epstein	SSN:	[REDACTED]	
	ID Type:	JZ On	
	No:	[REDACTED]	
Name:	SSN:		
	ID Type:		
	No:		
Name:	SSN:		
	ID Type:		
	No:		
<small>I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.</small>		Prepared by:	[Signature]
		Authorized by:	[Signature]

NA 101E 7/2002  
NYS-6001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp NYSE: FBP*

**CLOSED**

DATE: 12/31/19~~7~~

**CONFIDENTIAL**

SDNY\_GM\_00013191

FirstBankPR000354

EFTA\_00123834

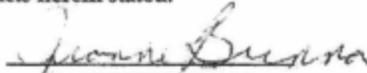
CONFIDENTIAL

EFTA01269038

AFFIDAVIT RE NOT DOING BUSINESS

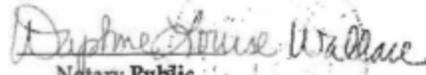
I, Jeanne Brennan, being of lawful age and after having been duly sworn, state that:

1. Jeffrey Epstein is and has been from the date of the filing of the Articles of Organization, a copy of which is attached hereto, the Sole Member of Thomas World Air, L.L.C. ("the Company").
2. I am and have been since January 22, 2010, the Manager of the Company.
3. I hereby confirm that the Company never did any business of any kind from the date of the filing of the Articles of Organization through the date of this statement and further state that the Company has no intention of doing any business in the foreseeable future.
4. I hereby further confirm that the Company did not do business and does not intend to do business because it is a holding company, which was not and is not intended to be used for any type of business.
5. I hereby further confirm that the Company will not do any business of any kind prior to applying for and obtaining a United States Virgin Islands Business License, a copy of which will be delivered to the Bank.
6. The Company requires a bank account for the purpose of paying its expenses.
7. I have personal knowledge of the facts herein stated.

  
JEANNE BRENNAN

IN WITNESS WHEREOF the parties have signed and sealed this agreement this 1<sup>ST</sup> day of NOVEMBER, 2011

SUBSCRIBED AND SWORN to me this 1<sup>ST</sup> day of NOVEMBER, 2011.

  
Notary Public  
NOTARY PUBLIC  
Name: Daphne Louise Wallace  
My Commission Exp: January 6, 2014  
NP Commission # NP-007-10  
St. Thomas/St. John, USVI District

**CLOSED**  
DATE: 12/31/19 

THOMAS WORLD AIR, LLC OPERATING AGREEMENT

Exhibit A

<u>Member</u>	<u>Capital Contribution</u>	<u>Interest</u>
Jeffrey E. Epstein		100%

**CLOSED**

DATE: 12/31/19 *[Signature]*

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013193

FirstBankPR000356

EFTA\_00123836

EFTA01269040

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
Thomas World Air, LLC

Business name, if different from above

Check appropriate box:  Individual sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (S=disregarded entity, C=corporation, P=partnership) P...  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
6100 Red Hook Quarter B3

City, state, and ZIP code  
St. Thomas USVI 00902

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
 \_\_\_\_\_  
 or  
 Employer identification number  
 \_\_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must check one box 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here  Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ 10/26/11

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**CLOSED**

DATE: 12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013194

FirstBankPR000357

EFTA\_00123837

EFTA01269041

Date of this notice: 11-01-2011

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

THOMAS WORLD AIR LLC  
JEFFREY EPSTEIN SOLE MBR  
6100 RED HOOK QUARTER B3  
ST THOMAS, VI 00802

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 66-0774563. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TELE 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

**CLOSED**  
DATE: 12/31/19 *A*

**CONFIDENTIAL**

SDNY\_GM\_00013195

CONFIDENTIAL

FirstBankPR000358

EFTA\_00123838

EFTA01269042

Thomas World Air, LLC  
6100 Red Hook, Quarter B3  
St. Thomas USVI 00802

October 31, 2011

Mr. Brian Snodhoo  
Platinum Banking Division  
First Bank  
St. Thomas USVI 00802

Dear Mr. Snodhoo,

Please be advised that we are authorizing First Bank to establish a checking account titled Thomas World Air, LLC. This bank account will be used to pay expense for maintenance and storage of personal aircraft.

Sincerely,



Jeanne Brennan  
Manager

CLOSED

DATE: 12/31/11

CONFIDENTIAL

SDNY\_GM\_00013196

FirstBankPR000359

EFTA\_00123839

CONFIDENTIAL

EFTA01269043



Together we are one

**DEPOSIT ACCOUNT OPENING BRANCH REFERRAL**

I (name) Tara Bowers, (title, position) Customer Service Rep  
Platinum Banking Department refer the attached documentation for  
the opening of an account in the name of Thomas Air, LLC:

- Business CDDs, Authorized Signers' CDDs,
- Signature Cards, OFAC checks
- W-9, EIN, LLC agreement, LLC tele/fax agreement
- Affidavit of not doing Business
- Certificate of Existence
- Articles of Organization
- Operating Agreement

I certify, on the 2 day of November, 2011 that the relevant due diligence  
has been performed in compliance with the Customer Identification Program & Know  
Your Customer requirements.

Tara Bowers  
Signature  
Brian Boudreau  
B & A

11/2/2011  
Date

NNNS-2547-0810

**CLOSED**  
DATE: 12/31/19

ID Verification OFAC Result.

<b>OFAC CHECK: PASSED</b>	
<b>Captured Data</b>	
Name:	Jeanne Brennan
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	
<a href="#">Print This Page - Close</a>	

**IMPORTANT INFORMATION FOR CONSUMER REPORT & IDENTITY VERIFICATION SERVICES**

This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prestream).

*JB*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011

**CLOSED**

DATE: 12/31/19A

**CONFIDENTIAL**

SDNY\_GM\_00013198

CONFIDENTIAL

FirstBankPR000361

EFTA\_00123841

EFTA01269045

**ID Verification OFAC Result.**

<b>OFAC CHECK: PASSED</b>	
<b>Captured Data</b>	
Name:	Harry Beller
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	
<a href="#">Print This Page - Close</a>	
<b>IMPORTANT INFORMATION FOR CONSUMER REPORT &amp; IDENTITY VERIFICATION SERVICES</b>	
<p>This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).</p>	

*JB*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011

**CLOSED**

DATE: 12/31/14

**CONFIDENTIAL**

SDNY\_GM\_00013199

CONFIDENTIAL

FirstBankPR000362

EFTA\_00123842

EFTA01269046

**ID Verification OFAC Result.**

<b>OFAC CHECK: PASSED</b>	
<b>Captured Data</b>	
Name:	Jeffrey Epstein
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	
<a href="#">Print This Page - Close</a>	
<b>IMPORTANT INFORMATION FOR CONSUMER REPORT &amp; IDENTITY VERIFICATION SERVICES</b>	
<p>This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).</p>	

*JB*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011

**CLOSED**

DATE: 12/31/19 *A*

**CONFIDENTIAL**

SDNY\_GM\_00013200

CONFIDENTIAL

FirstBankPR000363

EFTA\_00123843

EFTA01269047

ID Verification OFAC Result.

<b>OFAC CHECK: PASSED</b>	
<b>Captured Data</b>	
Name:	Jeffrey Epstein
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	
<a href="#">Print This Page - Close</a>	
<b>IMPORTANT INFORMATION FOR CONSUMER REPORT &amp; IDENTITY VERIFICATION SERVICES</b>	
<p>This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).</p>	

JB

<https://production.penley.inc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011

**CLOSED**

DATE: 12/31/19 *A*

**CONFIDENTIAL**

SDNY\_GM\_00013201

CONFIDENTIAL

FirstBankPR000364

EFTA\_00123844

EFTA01269048

**ID Verification OFAC Result.**

<b>OFAC CHECK: PASSED</b>	
<b>Captured Data</b>	
Name:	Thomas World Air, LLC
Street Address:	
Street Address (cont.):	
City:	
State:	
Zip/Postal Code:	
Country of Residence:	United States
Account Number:	
<a href="#">Print This Page - Close</a>	
<b>IMPORTANT INFORMATION FOR CONSUMER REPORT &amp; IDENTITY VERIFICATION SERVICES</b>	
<p>This consumer/business data is being furnished in connection with a transaction initiated by the consumer, and / or in accordance with the written instructions of the consumer, to whom the information relates as provided for under the federal Fair Credit Reporting Act (FCRA) or the Gramm Leach Bliley Act (GLBA); or is being used in connection with account review as provided for under the FCRA. The data contained in this report may be viewed or printed for no other purpose. Information returned in Consumer Report services may not be viewed or printed in connection with making a pre-approved firm offer of credit (prescreen).</p>	

*JB*

<https://production.penleyinc.com/penley/secure/OfacReportDetail.do?printmode=print&oid=14776...> 11/2/2011

**CLOSED**

DATE: 12/31/19

SDNY\_GM\_00013202

**CONFIDENTIAL**

CONFIDENTIAL

FirstBankPR000365

EFTA\_00123845

EFTA01269049



Virgin Islands

Limited Liability Company Letter and Security Agreement

Date 11/1/2011

We the undersigned Members, Managers, or Officers of Thomas World Air, LLC ("Company") located at 8203 Lindberg Bay Suite #3

HEREBY CERTIFY that Company, a Limited Liability Company formed pursuant to U.S. Virgin Islands Law, (State Information)

is composed of the following Members: Jeffrey Epstein

and the following Manager or Officer(s): Jeanne Brennan (Indicate Name of Manager or Name(s) or Title(s) of Officer(s))

To induce you in your discretion to act and rely hereon and on the signature of any of the designated present or future Managers, Members, Officers, employees or agents of Company ("Authorized Person(s)"), we agree and certify on behalf of Company as follows:

- 1. FirstBank ("Bank") is hereby designated as depository of Company, and any Authorized Person is authorized to deposit or designate for deposit any funds of Company in Bank at any of its branches. Bank may at any time refuse to accept and/or may return by ordinary mail or otherwise the whole or any part of a deposit.
2. The following duly appointed Authorized Person(s) Jeffrey Epstein, Jeanne Brennan, Harry Beifer

signing singly (For purposes of signing items, indicate e.g., singly, any two, etc.)

and their successors are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter each collectively referred to as "item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Company printed on the DTC; or (3) give instructions, by means other than the signing of an item, with respect to any account transaction, including, but not limited to the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, of money, credits, items or property at any time held by Bank for account of Company ("Instructions").

- 3. Bank is hereby authorized to honor and pay items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, Bank is authorized to pay any item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such item was actually prepared by or for Company, resembles the specimens filed with Bank by Company. Bank is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Manager or Member or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.
4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, items endorsed by any person or by stamp or other impression in the name or account number of Company without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.
5. The following Authorized Persons Jeffrey Epstein (Indicate by name those authorized to effect Loans, Advances, etc.)

of Company, signing singly (Indicate how notes, etc. are to be signed, e.g., singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Company from Bank (and guarantee on behalf of Company the obligations of others to Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Company, applications for letters of credit, instruments of guarantee and any agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Company or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by company, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, Bank, commercial paper, bills receivable, accounts receivable, stocks, bonds or any other securities or property at any time held by Company, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to Bank and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to Company and at any time in the hands of Bank, whether as collateral or otherwise, and to execute and deliver such other agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by Bank in connection with any of the foregoing and Bank is hereby authorized to honor, accept and execute any of the transactions described above.

- 6. That all loans, discounts and advances heretofore obtained on behalf of Company and all notes and other obligations or evidences thereof (the foregoing being referred to as "Obligations") of Company held by Bank are hereby approved, ratified, and confirmed.
7. Company does hereby give to Bank a continuing lien for the amount of any and all liabilities and obligations of Company to Bank and claims of every nature and description of Bank against Company, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired by Bank, whether contracted by Company alone or jointly and/or

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severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively called "Obligations") upon any and all moneys, securities and any and all other property of Company and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Company, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

8. In case of conflicting claims or disputes, or doubt on Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained, Bank may, but need not recognize nor give any effect to any notice from any Manager or Member of Company, or from any other person purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless Bank is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.
9. Company agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Company from Bank and by all notices posted at the office of Bank at which the account of Company is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.
10. Subject to paragraph 10 above, all the foregoing authorities shall remain in full force and effect until revoked or limited by written notice to Bank provided that such notice shall not be effective with respect to any revocation or modification of said authorities until Bank shall have had a reasonable opportunity to act thereon and in no event prior to the receipt or the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to Bank after receipt of such notice and Bank is hereby authorized at all times to rely upon the last notice, certification or communication received by it as to the persons who from time to time may be signatories of Company, or as to their respective specimen signatures and/or as to any other Company matters, and Bank shall be held harmless in such reliance.
11. The Managers, Members, and Officers of Company, or any one or more of them are hereby authorized to act for Company in all other matters and transactions relating to any of its business with Bank including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.
12. Company hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among Members of Company, or between Company and other parties.
13. Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring this Agreement.
14. The signature(s) below is/are the signature(s) of the Manager(s), if Company is manager-managed, the signature(s) of the Member(s) if Company is member-managed, or the signature(s) of the Officer(s) if Company is governed by a board of directors.

**NOTE:** In case the Manager, Member, or Officer is authorized to sign by the above provisions, this Agreement should be signed by a second Manager, Member, or Officer.

Very truly yours,

Thomas World Air, LLC  
Name of Company

6100 Red Hook Quarter B3  
Address

By:   
Jeffrey Epstein

Title: Member  
(Manager, Member, or Official Title)

By:   
Jeanne Brennan

Title: Manager  
(Manager, Member, or Official Title)

**CLOSED**

DATE: 12/31/19 

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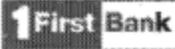
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Virgin Islands

Limited Liability Company
Authorization and Indemnity Agreement For
Telephone/Telex/Facsimile/Written Instructions

- 1. Authorization. The undersigned hereby requests and authorizes FirstBank (the "Bank") to accept and act upon any instructions ("Instructions") delivered by telephone or telex or written or facsimile transmission given or purportedly given by a person or persons authorized to transact business with the Bank as shown on the resolution or other evidence or advice of authority from time to time maintained in the records of the Bank.
2. No Liability of Bank. The undersigned accepts the risk that instructions may be given by an unauthorized person and agrees that the Bank will have no liability or responsibility for acting in accordance with any instructions, whether or not genuine or duly authorized. The Bank shall have no liability or responsibility for any misunderstandings arising out of any telephone instructions.
3. Security Procedures. The security procedure agreed upon for verifying the authenticity of instructions is a call back to any of the following individuals, whether or not such individual has initiated any such transfer. (The Bank recommends that the persons designated below should not be persons who generally issue instructions. Whenever possible, the Bank will endeavor to call someone other than the issuer of the instructions.)

Table with 2 columns: Name and Title, Telephone Number (include country/Area Code). Rows include Jeanne Brennan, Manager and Harry Bellier, Accountant.

Alternatively, at the Bank's option, the call back may be made to any person designated on the signature cards or any other account documentation on file with the Bank for the undersigned's accounts as authorized to issue instructions or otherwise transact business on such account.

In addition to call back, the parties agree that for instructions received by facsimile transmission, or in writing, the Bank will determine whether the instructions purport to bear the signature of any individual who is designated on the current signature cards or other account documentation on file with the Bank for the undersigned's account(s) as authorized to issue instructions or otherwise transact business on such accounts.

The security procedures and other terms specified in this Agreement also apply to amendments and cancellations of instructions. It is understood that these security procedures are designed to verify the authenticity, and not the correctness, of instructions.

The Bank may, at its option, record (electronically or otherwise) any call back made pursuant to this Agreement, any instructions or other instructions given by telephone and any other telephone discussions relating to instructions.

The undersigned agrees that its rights and duties and those of the Bank hereunder shall be governed by the terms of the Bank's Account Terms and Conditions (as may be amended from time to time) applicable to the undersigned's accounts at the Bank. The undersigned agrees that the security procedures set forth herein constitute a commercially reasonable method of providing security against unauthorized instructions. The undersigned agrees to be bound by any instruction, whether or not authorized, issued in the undersigned's name and accepted by the Bank in compliance with the security procedure set forth herein and the undersigned agrees to indemnify and hold the Bank harmless from any loss suffered or liability incurred by the Bank in, or arising from the Bank's execution of instructions believed by the Bank in good faith to have been given (or signed in the case of any facsimile transmission) by a person authorized as provided above, provided the Bank has complied with such security procedure.

- 4. Bank May Decline to Act. It is understood that the Bank shall have no obligation to execute any instruction unless and until such instruction is verified in accordance with the security procedures set forth herein, and the undersigned will indemnify and hold the Bank harmless from any loss suffered or liability incurred by the Bank in refraining from processing an instruction after all reasonable efforts to verify such instruction in accordance with this agreement have failed or in delaying the execution of an instruction until such verification is obtained. Upon notice to the undersigned, the Bank may also, at its option, refuse to execute any instruction or part thereof for any other reason without incurring any responsibility for any loss, liability or expense arising out of such refusal.
5. Indemnity. The undersigned agrees to indemnify the Bank, its affiliates, subsidiaries and their directors, officers, representatives and agents on demand for all losses, claims, damages or expenses (including legal fees and disbursements) which it or any of them may suffer or incur in connection with this Agreement, including, but not limited to, acting or refusing to act on any Telephone or Telex or Facsimile or Written Instruction, whether or not genuine or duly authorized.
6. Our continued issuance of Transfer Instructions following our receipt, execution and return of this letter to the bank will constitute our agreement to the security procedures and other terms specified herein.

Account Holders: Thomas Woods-ATF LLC
Name of Company
By: [Signature]
Signature(s)
Jeffrey Epstein, Member
Name and Title

CLOSED stamp

DATE: 12/31/1997

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Virgin Islands

Limited Liability Company Resolutions For Telephone/ Telex/Facsimile/Written Instructions

We the undersigned Members, Managers, or Officers of

Jeffrey Epstein-member Jeanne Brennan- manager

A company duly organized and existing under the laws of

U.S. Virgin Islands

Held at St. Thomas on the 24th day of October, 2011.

IT WAS RESOLVED

1. That the company issue in favor of FirstBank (the "Bank") a Limited Liability Company Authorization and Indemnity Agreement For Telephone/Telex/Facsimile/Written Instructions in the form required by the Bank, a copy of such form having been presented to and approved by the Members, Managers, or Officers.

2. That Jeanne Brennan, Manager and / Jeffrey Epstein, Member be authorized to execute the said Authorization and Indemnity Agreement in favor of the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand as Member/Manager/Officer of the Limited Liability Company this

24th day of October, 2011.

Handwritten signature of Jeanne Brennan

Signature

Jeanne Brennan, Manager Name and Title

\* Select One

CLOSED

DATE: 12/31/19

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GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

-0-  
CHARLOTTE AMALIE, ST. THOMAS, VI 00802

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF EXISTENCE

To Whom These Presents Shall Come:

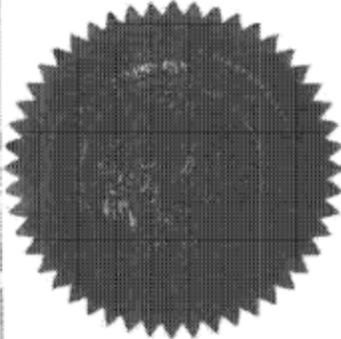
I, GREGORY R. FRANCIS, Lieutenant Governor of the Virgin Islands, do hereby certify:

That **THOMAS WORLD AIR, LLC** filed Articles of Organization with the Office of the Lieutenant Governor on **September 19, 2008** and the Company is duly organized under the laws of the United States Virgin Islands;

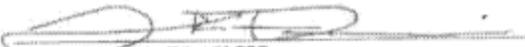
*That the duration of this Limited Liability Company is unlimited;*

That the company has paid all applicable fees to date; and

That Articles of Termination have not been filed by the company.



In Witness Whereof, I have hereunto set my hand and affix the seal of the Government of the United States Virgin Islands, at Charlotte Amalie, this 16<sup>th</sup> day of September, A.D. 2011.

  
GREGORY R. FRANCIS  
Lieutenant Governor of the Virgin Islands

CLOSED

DATE: 12/31/19

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TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

ARTICLES OF ORGANIZATION  
OF  
THOMAS WORLD AIR, LLC

THE UNDERSIGNED ORGANIZER, by the power of his legal hand, do hereby certify, under the laws of the Virgin Islands and prime parts thereof, Chapter 2 of Virgin Islands Code, hereby adopt the following ARTICLES OF ORGANIZATION for such corporation:

FIRST: The name of the Virgin Islands Corporation is

**THOMAS WORLD AIR, LLC**

SECOND: The physical and mailing addresses of the common office of the Virgin Islands Corporation shall be 270 E. Frank & Frank, Suite 100, Charlotte, NC 28202. The home and physical mailing address of the principal officer and director is as follows: Daniel Joseph Inquire, Hodges & Davis, 7000 Thomasboro Way, Suite 300, Charlotte, NC 28202.

THIRD: The name and physical address of the registered office of the corporation shall be Frank & Frank, 100 E. Franklin, Suite 100, Charlotte, NC 28202.

FOURTH: The minimum amount of capital with which the corporation will commence business is US Virgin Islands Dollars One Thousand Dollars (\$1,000.00).

FIFTH: The duration of the corporation is unlimited duration.

SIXTH: The corporation is Manager Managed. The principal physical address of the corporation is 241 W. Daniel Indye Industrial Park, a address of 111 E. Fairberry, St. Thomas, VI 00802. The mailing address of the Manager Daniel Indye is c/o Hodges & Davis, 3340 Thomasboro, St. Thomas, VI 00802.

SEVENTH: Members of the corporation are not liable in their capacity as Members for the debts and obligations of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Territory of the United States Virgin Islands, this 12th day of December, 2019.

THE TERRITORY GOVERNOR  
OFFICE OF THE TERRITORY GOVERNOR  
ST. THOMAS, VI 00802

**CLOSED**

DATE: 12/31/19

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unclassified  
Exempt from FOIA

CONFIDENTIAL WHEREBY...  
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...  
...

*[Handwritten Signature]*  
...  
...

**ACKNOWLEDGMENT**

CONFIDENTIAL WHEREBY...

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...

CONFIDENTIAL WHEREBY...

*Mark Dodge*

...  
...  
**Mark Daniel Hodge**  
...  
April 20, 2012  
LNT-03648

**CLOSED**

DATE: 12/31/19\*

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THOMAS WORLD AIR, LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") of THOMAS WORLD AIR, LLC (the "Company") is made and entered into, effective for all purposes and in all respects as of the 22<sup>nd</sup> day of January, 2010, (the "Effective Date"), by the undersigned parties.

WHEREAS, a limited liability company has been formed under the name THOMAS WORLD AIR, LLC for the purposes set forth in Paragraph 4 hereof, pursuant to the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as amended (the "Act"), and other applicable laws of the United States Virgin Islands; and

WHEREAS, the undersigned for himself and any other persons who may become members of the Company in accordance with the terms of this Agreement and the Act (hereinafter referred to as a "Member" or "Members"), desires by this Agreement to set forth certain provisions regarding the Company's capitalization, operation, management and profit and loss allocation, among other things.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, hereby covenant and agree as follows:

1. Definitions.

(A) "Act" shall mean the United States Virgin Islands Uniform Limited Liability Company Act (Title 13 of the Virgin Islands Code, Chapter 15, § 1101 et seq. (1998)), as the same may be amended from time to time.

(B) "Agreement" shall mean this Operating Agreement and Exhibit A attached hereto, as originally executed and as amended from time to time in writing.

(C) "Capital Account" shall, with respect to each Member, mean and refer to the separate "book" account for such Member to be established and maintained in all events in the manner provided under, and in accordance with, Treasury Regulation § 1.704-1(b)(2)(iv), as amended, and in accordance with the other provisions of Treasury Regulation § 1.704-1(b) that must be complied with in order for the Capital Accounts to be determined and maintained in accordance with the provisions of Treasury Regulation § 1.704-1(b)(2)(iv). In furtherance of and consistent with the foregoing, a Member's Capital Account shall include generally, without limitation, the Capital Contribution of a Member (as of any particular date), (i) increased by the Member's distributive share of profits, income and gain of the Company (including, if such date is not the close of the Company Accounting Year, the distributive share of profits, income and gain of the Company for the period from the close of the last Company Accounting Year to such date), and (ii) decreased by the Member's distributive share of losses and deductions of the Company and distributions by the Company to such Member (including, if such date is not the close of the Company Accounting Year, the distributive share of losses and

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deductions of the Company and distributions by the Company during the period from the close of the last Company Accounting Year to such date). For purposes of the foregoing, distributions of property shall result in a decrease in a Member's Capital Account equal to the agreed fair market value of such property distributed (less the amount of indebtedness, if any, of the Company which is assumed by such Member and/or the amount of indebtedness, if any, to which such property is subject, as of the date of distribution) by the Company to such Member.

(D) "Capital Contribution" or "Capital Contributions" shall mean and refer to the amount of cash, and/or the agreed fair market value of property (less the amount of indebtedness, if any, of such Member which is assumed by the Company and/or the amount of indebtedness, if any, to which such property is subject, as of the date of contribution, without regard to the provisions of Code Section 7701(g)), actually contributed by a Member to the capital of the Company, as well as any additional contributions actually made pursuant to this Agreement, including, but not limited to, any amounts paid by a Member (except to the extent indemnification is made by another Member) in respect of any claims, liabilities or obligations against the Company and/or pursuant to any guaranty of Company indebtedness or otherwise by such Member.

(E) "Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to Sections of the Code shall include any corresponding provision or provisions of succeeding law.

(F) "Company" shall refer to THOMAS WORLD AIR, L.L.C.

(G) "Company Accounting Year" shall mean and refer to the accounting year of the Company, ending December 31 of each year.

(H) "Company Assets," at any particular time, shall mean and refer to the Company Property (as hereinafter defined) and any other assets or property (tangible or intangible, choate or inchoate, fixed or contingent) of the Company.

(I) "Company Interest" shall mean and refer to the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act.

(J) "Company Property" shall mean and refer to all real estate and personal property owned by the Company, together with all rights, privileges, interests, easements, improvements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto.

(K) "Exhibit A" shall mean and refer to the original Exhibit A to this Agreement, relating to the names, addresses and Percentage Interests of the Members.

(L) "Member" or "Members" shall mean and refer to those persons and/or entities designated as such on Exhibit A attached hereto, either individually or collectively, who are the equity owners of the Company.

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(M) "Net Cash Flow" of the Company shall mean all cash receipts of the Company on hand from time to time (including, without limitation, the proceeds of any loans, gross sales proceeds and the cash Capital Contributions of the Members), less the total cash disbursements of the company (including, without limitation, operating expenses and capital expenditures of the Company and repayments of any loans, including those from any Member(s)), and less any working capital cash reserve(s) which the Members deem necessary for the efficient conduct of the Company.

(N) "Percentage Interest" of a Member shall mean the percentage participation in the Company of such Member as set forth opposite the name of such Member under the column "Percentage Interest" in Exhibit A attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

(O) "Substitute Member" shall mean any person or entity who or which is admitted as a Member of the Company pursuant to Paragraph 12 hereof.

(P) "Term" shall mean and refer to the period of time that the Company shall continue in existence, which shall commence as of the Effective Date of its formation and be of unlimited duration.

(Q) "Manager" shall mean one or more managers. Specifically, "Manager" shall mean Jeanne Brennan or any other person or persons who succeed her in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

2. Name of Company. The name of the Company shall be "THOMAS WORLD AIR, LLC".

3. Formation of Company. The sole Member caused to be organized and formed a limited liability company under the laws of the United States Virgin Islands by the filing of the Articles of Organization of the Company (the "Articles") pursuant to the Act (on behalf of the Members and any Substitute Member(s)). This Agreement is subject to, and governed by, the Act and the Articles which were filed with the Office of the Lieutenant Governor, Corporate Division. In the event of a direct conflict between the provisions of this Agreement and either the mandatory provisions of the Act or the Articles, such mandatory provisions of the Act or the Articles, as the case may be, shall be controlling.

4. Company Purpose. The general purposes of the Company are to acquire, own, hold, develop, construct, lease, manage, operate and/or, if and when necessary or appropriate, sell or otherwise dispose of the Company Property (or any portion thereof), whether located in the U.S. Virgin Islands or elsewhere, and other real and personal property of any kind or nature and to engage in any and all activities incidental or related to the foregoing or otherwise engage in and do any act concerning any or all lawful businesses for which limited liability companies may be organized according to the Act.

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5. Principal Office: Resident Agent. The principal office of the Company shall be located at 6100 Red Hook Quarter, Suite B-3, American Yacht Harbor, St. Thomas, Virgin Islands 00802.

The mailing address for the Company shall be c/o Hodge & Francois, 1340 Taarneberg, St. Thomas, VI 00802.

The resident agent of the Company (the "Resident Agent") in the United States Virgin Islands for service of process shall be Denise Francois, who is a resident of the United States Virgin Islands, or such other person as may be designated by the Members. The address of the Resident Agent is Hodge & Francois, 1340 Taarneberg, St. Thomas, Virgin Islands, 00802.

6. Capital Contributions.

(A) Each Member shall contribute to the capital of the Company the amount set forth after the name of such Member in Exhibit A, and such Member shall receive appropriate credit to his or its Capital Account therefor.

(B) In the event that, at any time, additional funds are required by the Company, the then existing Members, shall have the right (but not the obligation) to either contribute additional capital, or to cause the Company to borrow such required funds (the "Additional Funds"), with interest payable at then-prevailing rates, from commercial banks, savings and loans associations and/or other lending institutions or other persons (including Members). It is the present intent of the parties to contribute any additional capital required by the Company in equal shares. However, in the event that all the Members do not agree to contribute additional capital, or to cause the Company to borrow additional capital, then one or more but fewer than all authorized Members, if able and willing to contribute additional capital, may do so, in which event the capital accounts of the Members shall be adjusted to reflect the reallocation of ownership to conform to the total capital contributions of all Members, including the additional capital contributed hereunder.

(C) No Member shall be required to make any Capital Contribution to the Company beyond the amounts set forth in this paragraph 6(A), except as may be agreed to by such Member in writing. Additional capital may be contributed to the Company, but only upon the written consent of all Members, except under the terms of the preceding paragraph.

(D) No Member (in his or its capacity as a Member) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Company in excess of his or its Capital Contributions required under this paragraph 6, without such Member's prior written consent.

7. Allocation of Profit and Losses.

(A) "Profit" and "Loss" shall, for purposes of this paragraph 7, mean, for each fiscal year of the Company or other period, an amount equal to the Company's taxable

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income, gain, loss or deduction for such year or period, determined by the Company's accountants in accordance with Code Section 703(a), with the following adjustments:

(1) All income or gain of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profit and Loss pursuant to this subparagraph 7(a) shall be added to such taxable income, gain, loss or deduction.

(2) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as an expenditure described in such Section and not otherwise taken into account in computing Profit and Loss pursuant to this paragraph 7 shall be subtracted from such taxable income, gain, loss or deduction.

(B) Except as otherwise set forth in subparagraph 7(C) hereof, the distributive shares of each item of Profit, Loss, deduction, credit or basis of the Company for any Company Accounting Year or other period shall be allocated to the Members, pro rata, in proportion to their respective Percentage Interests.

(C) The Members, with the review and concurrence of the Company's accountants, may allocate taxable income, gain, loss, credit and deduction (or items thereof) arising in any Company Accounting Year in a manner other than as provided in subparagraph 7(B) hereof if, and to the extent that, the allocations otherwise provided under this paragraph 7 would not be permissible under Code Sections 704(b) and/or 704(c). Any allocation made pursuant to, and in accordance with, this subparagraph 7(C) shall be deemed to be a complete substitute for the allocation otherwise provided in subparagraph 7(B) hereof, and no amendment of this Agreement or approval of any Member shall be required with respect thereto, and each Member shall, for all purposes and in all respects, be deemed to have approved any such reasonable allocation.

(D) If a Company Interest is transferred or assigned during a Company Accounting Year, that part of any item of Profit, Loss, income, gain, deduction, credit, basis or tax incidents allocated pursuant to this paragraph 7 with respect to the Company Interest so transferred shall, in the reasonable discretion of the Members, be allocated between the transferor and the transferee in proportion to the number of days in such Company Accounting Year during which each owned such Company Interest, as disclosed by the Company books and records.

8. Distribution of Net Cash Flow . Except to the extent that Net Cash Flow shall be distributed upon termination of the Company pursuant to subparagraph 14(B) hereof, the Net Cash Flow of the Company shall be paid or distributed annually during each Company Accounting Year (or more or less frequently if the Members deem it advisable) to the Members, pro rata, in proportion to their respective Percentage Interests.

9. Legal Title to Company Assets. Legal title to the Company Assets shall be held in the name of the Company, or in any other manner which the Members determine to be in the best interest of the Company. Without limiting the foregoing grant of authority, the Members may cause the Company to take and hold title, or arrange to have title taken and held in the name of others, as trustees or nominees for and on behalf of the Company.

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10. Management.

(A) The business and affairs of the Company shall be managed by its Manager or Managers. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

(B) Number, Tenure and Qualifications. The Company shall initially have one (1) Manager. The number of Managers of the Company may be changed from time to time by the affirmative vote of Members holding at least a majority interest. In no instance shall there be less than one Manager. Each Manager shall hold office until he or she resigns or is removed pursuant to Section 10(K). Managers shall be appointed by the affirmative vote of Members holding at least a majority interest. Managers need not be residents of the Virgin Islands or Members of the Company.

(C) Certain Powers of Manager. Without limiting the generality of Section 10(A), and subject to the provisions of Section 10(B), the Manager shall have power and authority, on behalf of the Company:

- (1) Upon the affirmative vote of Members holding at least a majority interest, to acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person.
- (2) Upon the affirmative vote of Members holding at least a majority interest, to borrow money for the Company from banks, other lending institutions, the Managers, Members, or Affiliates of the Managers or Members on such terms as the Members deem appropriate, and in connection with such borrowing, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager.
- (3) To purchase liability and other insurance to protect the Company's property and business.
- (4) To hold and own any Company real and personal property in the name of the Company.

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- (5) To invest, in the name and for the benefit of the Company, any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.
- (6) To execute on behalf of the Company instruments and documents, including, without limitation: (a) instruments and documents having a value of \$2,000.00 or less, including but not limited to checks, drafts, notes, and other negotiable instruments; (b) mortgages or deeds of trust, security agreements, financing statements; (c) documents providing for the acquisition, mortgage, or disposition of the Company's property, including without limitation, quitclaim or warranty deeds; (d) assignments; (e) bills of sale; (f) leases; (g) partnership agreements; (h) agreements granting or accepting easements, including agreements assuming duties or obligations related thereto; (i) operating agreements of other limited liability companies; and (j) any other instruments or documents necessary, in the reasonable opinion of the Manager, to the ordinary conduct of the business of the Company. Any transaction having a value exceeding \$2,000.00 shall require the written approval of a majority of the Members' percentage interests.
- (7) To employ accountants, legal counsel, surveyors, appraisers, realtors, managing agents or other experts to perform services for the Company and to compensate them from Company funds.
- (8) Except as otherwise provided in this Agreement, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve.
- (9) To do and perform all other acts as may be necessary or appropriate to the ordinary conduct of the Company's business.

(D) Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

(E) Limitations on Authority. Notwithstanding any other provision of this Operating Agreement, the Manager shall not cause or commit the Company to do any of the following without the express written consent of the Members holding a majority interest in the Company:

- (1) Incur an expense or invest capital exceeding \$2,000.00 for any single transaction.

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- (2) Sell or otherwise dispose of any Company real property,
- (3) Mortgage, pledge, or grant a security interest (collectively "pledge") in any property of the Company,
- (4) Incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a Member if, after such mortgage, pledge or grant, the aggregate indebtedness of the Company would exceed \$2,000.00.
- (5) Incur any liability or make any single expenditure or series of related expenditures in an amount exceeding \$2,000.00.
- (6) Construct any capital improvements, repairs, alterations or changes involving any amount in excess of \$2,000.00.
- (7) Lend money to or guarantee or become surety for the obligation of any person.
- (8) Compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of \$2,000.00.
- (9) Enter into any agreement regarding an easement for the benefit of or upon real property owned by the Company.

(F) **Liability for Certain Acts.** The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

(G) **Managers and Members have No Exclusive Duty to Company.** The Manager shall not be required to manage the Company as such Manager's sole and exclusive function and such manager (and any Manager or Member) may have other business interests and may engage in other activities in addition to those relating to the Company.

(H) **Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company, and each Manager shall be a sole signatory on such accounts, unless the Manager, or the Members by majority vote, determine otherwise.

(I) **Indemnity of the Manager, Employees and Other Agents.** The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act of fraud, deceit, gross negligence, willful misconduct, intentional breach of this Operating Agreement or a wrongful taking by the Manager.

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The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

Notwithstanding any other provision of this Operating Agreement, no Manager shall be liable to any Member or the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Manager believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Operating Agreement. The Company shall indemnify the Manager for and hold him harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Manager; provided the Manager to be indemnified acted in good faith and in a manner such Manager believed to be consistent with the provisions of this Operating Agreement; and provided further that with respect to any criminal action or proceeding, the Manager to be indemnified had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that indemnification is not available. The obligation of the Company to indemnify any Manager under this Operating Agreement shall be satisfied out of Company assets only, and if the assets of the Company are insufficient to satisfy its obligation to indemnify any Manager, such Manager shall not be entitled to contribution from any Member.

(J) Resignation. Any Manager of the Company may resign at any time by giving written notice to all Members of the Company. The resignation of any Manager shall take effect upon receipt of notice of such resignation or at such later time as shall be specified in such notice; and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Member's rights as an equity owner.

(K) Removal. At a meeting called expressly for that purpose, or by consent of the Members in writing, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding Voting Interests which, taken together, exceed 50% of the aggregate of all Voting Interests other than Voting Interests of the Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(L) Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members holding a majority interest (determined without regard to any voting interest owned by a Manager who was removed pursuant to the previous subsection during the preceding 24 month period.) Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by affirmative vote of Members holding a majority interest.

(M) Right to Rely on the Manager. Any Person dealing with the Company may rely (without the duty of further inquiry) upon a certificate signed by any Manager as to:

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- (1) The identity of any Manager or Member;
- (2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company,
- (3) The Persons who are authorized to execute and deliver any instrument or document of the Company, or
- (4) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member's interest therein.

(N) Notwithstanding the provisions of subparagraph 10(A) hereof, it is understood and agreed that the following actions and/or decisions with respect to the management of the Company shall require the unanimous written consent of the Members:

- (1) the transfer, assignment or other disposition of any Company Assets in trust for the benefit of creditors;
- (2) Amendment of this Operating Agreement;
- (3) The filing of bankruptcy or similar reorganization;
- (4) The sale of all or substantially all of the Company's assets.

11. Books and Records.

(A) The Company shall keep its books and records at its principal office or at such other or additional offices (within or without the United States Virgin Islands) as the Members shall deem advisable.

(B) All decisions with respect to accounting matters, except as otherwise specifically set forth herein, shall be made by the Members.

(C) The Company may make all elections for Federal income tax purposes upon the unanimous decision of the Members.

12. Assignability of Company Interests. The sale, assignment, transfer, conveyance or other encumbrance of any Company Interest shall be permitted only upon unanimous vote of the Members.

13. Cessation of Membership. In the event of the death, resignation, retirement, withdrawal, expulsion, complete liquidation or dissolution or adjudication of bankruptcy or a Member, (except a member holding title to his or her interests as a tenant by the entireties) or other event specified under Virgin Islands law as an event effecting a member's dissociation, (a "Cessation Event"), such Member (the "Withdrawing Member") shall cease to be a Member in the Company, and, in such event, the Members

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other than the Withdrawing Member (collectively, the "Continuing Members"), for a period of ninety (90) days after the date of the Cessation Event, shall have the option (but shall not be obligated) to purchase (pro rata, in proportion to their respective Percentage Interests, unless they agree upon another proportion) all (but not less than all) of the Company Interest of the Withdrawing Member (the "Option Interest"). If fewer than all Continuing Members elect to exercise this option, those exercising the option shall be entitled to purchase the Withdrawing Member's share.

14. Dissolution and Termination of Company.

(A) The Company shall be dissolved, the Company Assets shall be disposed of, and its affairs wound up, upon the occurrence of the earliest of the following events:

(1) the occurrence of a Cessation Event; provided, however, that, if, within ninety (90) days after the occurrence of such Cessation Event, the remaining Members unanimously elect to continue the Company and the Company business, then (A) the Company shall not be dissolved, (B) the company and the Company business shall be continued, and (C) this Agreement shall be amended to reflect such continuation;

(2) the unanimous written consent of the Members of the Company; or

(3) the expiration of the Term; or

(4) the entry of a decree of judicial dissolution under the Act.

(B) The Company shall terminate when all the Company Assets have been disposed of (except for any liquid assets not so disposed of), and the net proceeds therefrom, as well as any other liquid assets of the Company, shall, unless otherwise required by the Act, be distributed as follows: (i) first, to the creditors of the Company for the payment or due provisions for the liabilities of the Company (including loans, if any, to the Company from Members), and (ii) second, to the Members, pro rata, in accordance with their respective positive Capital Account balances (after the allocation of all items of income, gain, loss, credit and deduction (or items thereof) under and pursuant to paragraph 7 hereof).

15. Indemnification of Organizers or Members.

(A) To the extent not inconsistent with the laws and public policies of the United States Virgin Islands, the Company shall indemnify, defend and hold harmless any organizer of the Company and any Member (and any affiliate thereof) from and against any and all claims, demands, liabilities, costs, damages and causes of action, of any nature whatsoever, arising out of or incidental to the organization and/or management of the Company's affairs, except where the claim at issue is based on fraud, gross negligence or willful misconduct.

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(B) The indemnification authorized by this paragraph 15 shall include, but not be limited to, payment of (i) reasonable attorneys' fees or other expenses incurred in connection with settlement or in any finally-adjudicated legal proceeding, and (ii) the removal of any liens affecting any property of the indemnitee.

16. Miscellaneous Provisions.

(A) The Members hereby agreed to execute and deliver all documents, provide all information and take or refrain from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement and the Articles.

(B) All notices provided for herein shall be in writing, hand delivered, with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid, or by overnight courier, to the address of the Member as shown in Exhibit A, unless notice of a change of address is given to the Company pursuant to the provisions of this subparagraph 16(B). Any notice which is required to be given within a stated period of time shall be considered timely if delivered or postmarked before midnight of the last day of such period. Any notice made hereunder shall be deemed effective for all purposes and in all respects when sent (or given) to any Member at the address set forth in Exhibit A hereof, or at such other address specified by a Member for which notice has been received by the Company in accordance with this subparagraph 16(B).

(C) This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the laws of the United States Virgin Islands, without regard to principles of conflicts of laws.

(D) This Agreement shall inure to the benefit of and bind the parties hereto, their respective estates, heirs, personal or legal representatives and (subject to the provisions of this Agreement relating to transferability) assigns.

(E) Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined herein and/or the terms otherwise used in this Agreement their proper meanings. The term parties hereto includes the undersigned and all subsequent signatories hereof.

(F) This Agreement and Exhibit A attached hereto and the Articles set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, the Company's business and the Company Assets, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, except as set forth herein.

(G) If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full

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force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(H) This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions herein relating to successors and assigns, and no other person or entity will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(I) The terms "bankruptcy" and "bankrupt," and derivations thereof, shall be deemed to refer not only to an adjudication of bankruptcy under the Federal Bankruptcy Report Act of 1978, but also to an adjudication of insolvency under any state or local insolvency statute or procedure.

(J) All amendments to this Agreement will be in writing and signed by all the Members.

(K) All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(L) This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the date first above written.

Member



Jeffrey E. Epstein  
Sole Member

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DATE: 12/31/19 

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Together we are one

DEPOSIT ACCOUNT OPENING BRANCH REFERRAL

I (name) Tara Bowers, (title, position) Customer Service Rep, Platinum Banking Department refer the attached documentation for the opening of an account in the name of Thomas World Air, LLC:

- Business CDDs, Authorized Signers' CDDs, Signature Cards, OFAC checks, W-9,EIN, LLC agreement, LLC tele/fax agreement, Affidavit of not doing Business, Certificate of Existence, Articles of Organization, Operating Agreement

I certify, on the 2 day of November, 2011 that the relevant due diligence has been performed in compliance with the Customer Identification Program & Know Your Customer requirements.

Tara Bowers Signature

11/2/2011 Date

NNNS-2547-0810

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Existing Account Number		New Account Number	
<b>1. Client Information</b>			
Business or Entity name: Thomas World Air, LLD		Employer Identification or Social Security Number [REDACTED]	
DBA Name (if applicable):		Social Security Number (if applicable):	
Physical Address: 8203 Lindberg Bay Suite #3 St. Thomas, VI 00802		Mailing Address: 6100 Red Hook Quarter B3 St. Thomas, USVI, 00802	
Business Phone: 340-775-2525		Fax: _____ Email: _____	
<b>2. Business/Entity Description</b>			
Type of Business:	Not doing Business	NAICS: 488190	Annual Sales: N/A
Date Established:	1/22/2010	Number of Employees: 3	Number of Offices: 1
<input type="checkbox"/> DBA <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency <input type="checkbox"/> Unincorporated Association or Entity <input checked="" type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Other: Facility to store and maintain aircraft			
<b>3. Type Of Product</b>			
<input type="checkbox"/> Certificate of Deposit <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Saving <input type="checkbox"/> Other, specify: _____			
<b>4. Account Purpose</b>			
<input type="checkbox"/> Payroll <input checked="" type="checkbox"/> Operational <input type="checkbox"/> Trust <input type="checkbox"/> Public Funds <input type="checkbox"/> ATM Machine <input type="checkbox"/> Escrow <input type="checkbox"/> Transfer Funds <input type="checkbox"/> Correspondal <input type="checkbox"/> Investment <input checked="" type="checkbox"/> Other: facility to store and maintain aircraft			
<b>5. Expected Transactions</b>			
<b>Monthly Transactions</b>			
Credits	Transactions	<input checked="" type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 or more	
	Total Amount	<input type="checkbox"/> \$1 - \$5,000 <input type="checkbox"/> \$5,001 - \$25,000 <input checked="" type="checkbox"/> \$25,001 or more	
	Transaction Type	<input type="checkbox"/> Cash <input type="checkbox"/> Payroll <input checked="" type="checkbox"/> Account Transfers <input type="checkbox"/> ACH <input type="checkbox"/> Checks <input type="checkbox"/> POS <input type="checkbox"/> Electronic Transfers <input type="checkbox"/> Other: _____	
Debits	Transactions	<input checked="" type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 or more	
	Total Amount	<input checked="" type="checkbox"/> \$1 - \$5,000 <input type="checkbox"/> \$5,001 - \$25,000 <input type="checkbox"/> \$25,001 or more	
	Transaction Type	<input type="checkbox"/> Cash <input type="checkbox"/> Payroll <input type="checkbox"/> Account Transfers <input type="checkbox"/> ACH <input checked="" type="checkbox"/> Checks <input type="checkbox"/> POS <input type="checkbox"/> Electronic Transfers <input type="checkbox"/> Other: _____	
<input type="checkbox"/> International Transactions - Wire Transfers			
<input type="checkbox"/> Incoming Transfers		<input type="checkbox"/> Outgoing Transfers	
<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	
Transactions <input type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> 51 or more		Transactions <input type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> 51 or more	
Total Amount <input type="checkbox"/> \$1 - \$25,000 <input type="checkbox"/> \$26,001 - \$50,000 <input type="checkbox"/> \$50,001 or more		Total Amount <input type="checkbox"/> \$1 - \$25,000 <input type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 or more	
Countries: <u>None</u>		Countries: <u>None</u>	
<b>6. Initial Deposit and Origin of Funds</b>			
Initial Deposit: \$10,000.00		Origin of Funds: check	
If the initial deposit is greater than \$500,000, indicate the source of wealth: N/A			
<b>7. Client Classification</b>			
* If the answer is yes to at least one of the following, the client will be considered high risk and further action is needed as establish in the Due Diligence Checklist- Guidance For Individuals or Entities Considered as High Risk. * If the answer to G, E, or F is yes, then authorization from the Compliance Department-BSA Division is required.			
		Yes	No
A.	Is the NAICS selected high risk?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Does the business have a private ATM machine on site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Is the business a nonprofit organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Is the business a political committee or organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E.	Is the business related to an officer of a foreign government? Indicate the type of relationship: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F.	Is the business engaged in activities related to internet gambling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8. Verification System: For use only as Contingency Plan if CHEXSYSTEM was called</b>			
Name of the Representative who attended your call: _____			
Response to Employer Identification or Social Security: _____		Year: _____ State: _____ Other: _____	
Response on Industry Behavior: _____			
<b>9. Account Opening Authorization</b>			
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Denied	
Brian Boothoo	<u>[Signature]</u>	195	1/21/11
Name	Signature	Officer Num.	Date
Comments, if applicable: _____			
<b>CLOSED</b>			
Interviewed By: <u>Tara Rhines</u>		<u>[Signature]</u>	
Name		Signature	
		10/31/2011	
		Date	

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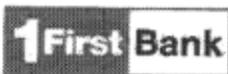
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# Customer Due Diligence For Additional Signers on Individual Accounts or Authorized Signatures on Business Entities Accounts

Existing Account Number		Account Number which is attached to the Signer	
1. Authorized Signer is [Redacted]			
Name: Jeffrey		Last Name: Epstein	
Date of Birth: [Redacted]	Initial: [Redacted]	Place of Birth: NY	Social Security: [Redacted]
Citizenship: USA		Home Phone: [Redacted] Other: [Redacted]	
Physical Address: Little Saint James Island St. Thomas, USVI 00802		Mailing Address: 6100 Red Hook Quarter B3 St. Thomas, VI 00802	
Place of Employment: Financial Trust Company		Employment Address: 6100 Red Hook Quarter B3 St. Thomas, VI 00802	
Occupation: Financial Consultant			
Work Phone: [Redacted]			
Email: [Redacted]			
ID	Type	Number	Country
1st	Passport	[Redacted]	USA
2nd	Drivers License	[Redacted]	USVI
		Expiration (MM/DD/YYYY)	
		10/16/2012	
		1/20/2015	
2. Income			
Recurrent Source: <input checked="" type="checkbox"/> Own Business <input type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Other, specify: _____			
Annual Income: <input type="checkbox"/> \$0.01 - \$50,001 <input checked="" type="checkbox"/> \$50,001 - \$150,000 <input type="checkbox"/> \$150,001 - \$250,000 <input checked="" type="checkbox"/> Over \$250,000			
3. Client Classification			
<ul style="list-style-type: none"> <li>If the answer is yes for A and C of the following questions, the client will be considered high risk and further action is needed as established in the Due Diligence Checklist-Guidance For Individuals or Entities Considered as High Risk.</li> <li>If the answer to C is yes, then authorization from the Compliance Department-BSA Division is required.</li> </ul>			
A. Indicate whether the client is a nonresident alien: (NAICS #100000)		Yes	No
B. Indicate whether the client is a resident alien: (NAICS #200000)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Indicate whether the client is related to an officer of a foreign government and document the type of relationship: (NAICS #400000)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called			
Name of the Representative who attended your call: _____			
Response to Social Security: Year: _____ State: _____ Other: _____			
Response on Industry Behavior: _____			
Response on ID: _____			
5. Account Opening Authorization			
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Denied	
Brian Boodhoo		1195	11/2/11
Name	Signature	Officer No.	Date
Comments, if applicable: _____			
Interviewed by: _____			
Tara Bowers			11/2/2011
Name	Signature		Date

NNN-1306-6410

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## MOSAIC NAME AND ADDRESS MAINTENANCE FORM (RM)

<b>Branch</b> RED HOOK	Prepared 71707	Auth	Entered
	Date 11/03/2011	Date	Date

**Account**

**CUSTOMER DATA MAINTENANCE**  Personal  Commercial  TBA

Actual Name JEFFREY EPSTEIN  
New Name JEFFREY EPSTEIN  
Rel. Second Customer  
Address 1 6100 RED HOOK QTRS STE B3  
Address 2  
City ST THOMAS State VI Zip Code 00802-1348  
Home Phone [REDACTED] Work Phone [REDACTED] Extension  
Alt. Phone Alt. Phone Type Pager ID  
Contact Pref. WORK Time WORK DAY  
E-mail Add. [REDACTED]

**II. PERSONAL PROFILE MAINTENANCE**

Citizen CITIZEN Social Security [REDACTED] Birth Date [REDACTED]  
Primary ID PASSPORT Origin US ID Number [REDACTED]  
Secondary ID OTHER PRIMARY Origin ID Number [REDACTED]  
Gender M Language ENGLISH Home Owners OWNS  
Off / Employee CUSTOMER Marital Status UNMARRIED

**Spouse Information**  
Name Birth Date  
**Customer Remarks**  
Exp. Date  
Exp. Date  
Exp. Date  
Exp. Date  
Exp. Date

**III. EMPLOYMENT MAINTENANCE**

Employer FINANCIAL TRUST CO. INC Occupation FINANCIAL MANAG  
Employee Since 11/06/1998  
Address 6100 RED HOOK QTRS STE B3  
City/State/Zip ST THOMAS VI 00802  
Employer Phone [REDACTED] Annual Gross More Than \$200,001  
Employment Status SELF-EMPLOYED

**CLOSED**  
DATE: 12/31/17 *[Signature]*  
Customer Signature

## MOSAIC NAME AND ADDRESS MAINTENANCE FORM (RM)

<b>Branch</b> RED HOOK <b>Account</b>	Prepared 71707	Auth	Entered
	Date 11/03/2011	Date	Date

**CUSTOMER DATA MAINTENANCE**  Personal or Commercial  TBA

Actual Name JEANNE BRENNAN  
New Name JEANNE BRENNAN  
Rel. Second Customer  
Address 1 6501 RED HOOK PLZ STE 201  
Address 2  
City ST THOMAS State VI Zip Code 00802-1305  
Home Phone [REDACTED] Work Phone [REDACTED] Extension  
Alt. Phone [REDACTED] Alt. Phone Type MOBILE Pager ID  
Contact Pref. WORK Time AFTERNOON  
E-mail Add. [REDACTED]

**II. PERSONAL PROFILE MAINTENANCE**

Citizen CITIZEN Social Security [REDACTED] Birth Date 09/02/1960  
Primary ID PASSPORT Origin US ID Number [REDACTED]  
Secondary ID OTHER PRIMARY Origin ID Number [REDACTED]  
Gender F Language ENGLISH Home Owners OWNS  
Off / Employee CUSTOMER Marital Status MARRIED

**Spouse Information**

Name Birth Date  
**Customer Remarks**  
5807103258 SE LE IND A CLTE CARGO SE DEBE A CUOTA AN Exp. Date  
<COPIA DE SU ESTADO EL CUAL CERRO EL 1/19/04. DONDE Exp. Date  
<CION CW250200403181745280390. Exp. Date  
CNTA YA EN STATUS 3 HFG 372842 Exp. Date  
Exp. Date

**III. EMPLOYMENT MAINTENANCE**

Employer FINANCIAL TRUST COMPANY INC  
Employee Since 02/05/1984 Occupation CONTROLLER  
Address [REDACTED]  
City/State/Zip [REDACTED]  
Employer Phone [REDACTED] Annual Gross \$50,001 - \$100,000  
Employment Status FULL-TIME

**CLOSED**  
DATE: 12/31/11  
Customer Signature

## MOSAIC NAME AND ADDRESS MAINTENANCE FORM (RM)

<b>Branch</b> RED HOOK <b>Account</b>	Prepared 71707	Auth	Entered
	Date 11/03/2011	Date	Date

**CUSTOMER DATA MAINTENANCE**     Personal or Commercial     TBA

Actual Name HARRY BELLER  
New Name HARRY BELLER  
Rel. Second Customer  
Address 1 6100 RED HOOK QUARTER B3  
Address 2  
City ST THOAMS                      State VI                      Zip Code 00802-0000  
Home Phone [REDACTED]              Work Phone [REDACTED]              Extension  
Alt. Phone                      Alt. Phone Type                      Pager ID  
Contact Pref. WORK                      Time EVENING  
E-mail Add.

**II. PERSONAL PROFILE MAINTENANCE**

Citizen CITIZEN                      Social Security [REDACTED]                      Birth Date [REDACTED]  
Primary ID DRIVER'S LICENSE              Origin NY                      ID Number [REDACTED]  
Secondary ID PASSPORT                      Origin US                      ID Number [REDACTED]  
Gender M                      Language ENGLISH                      Home Owners OWNS  
Off / Employee CUSTOMER                      Marital Status UNKNOWN

**Spouse Information**  
Name                      Birth Date  
**Customer Remarks**  
Exp. Date  
Exp. Date  
Exp. Date  
Exp. Date  
Exp. Date

**III. EMPLOYMENT MAINTENANCE**

Employer FINANCIAL TRUST C                      Occupation ACCOUNTANT  
Employee Since 08/18/2006  
Address 6100 REDHOOK QUARTERS B3  
City/State/Zip ST THOMAS VI 00802  
Employer Phone [REDACTED]                      Annual Gross \$50,001 - \$100,000  
Employment Status FULL-TIME

**CLOSED**                      \_\_\_\_\_  
DATE: 12/31/19                      Customer Signature

**Checklist for Special Partnership Account  
(For profit and not-for-profit)**

Branch Number 717

Account Number: [REDACTED]

Document	Action	Comments	Initials and Review Date		
			1 <sup>st</sup> Reviewer Date: 3/12/11	2 <sup>nd</sup> Reviewer Date: 1/13/11	
<b>Basic documents for ALL types of accounts</b>					
Customer Due Diligence Commercial/Entities NNNS-1307	I	Account file	Complete for business entity.	JB	SP
Customer Due Diligence Authorized Signatures NNNS-1306	I	Account file	One per each signer	JB	SP
Account Referral Sheet NNNS-1272	I	Account file	Only when the client is not present	JB	SP
Observation at Place of Business (OPB) NNNS-2466	I	Account file	30. An <u>Account file</u> <u>is complete</u>		
Partnership Bylaws or Articles of Incorporation	E	Account file	Copy	JB	SP
Partnership, LLC, LLP Security Agreement NNNS-2198-041BR, or NNNS-2199-0802 NNNS-2200-0802, or NNNS-2201-0604R	I	Account file		JB	SP
ID Verification Results Summary (ID CHECK & OFAC) or evidence of the verification used in contingency.	I	Account file	One per entity and one per each signer, if applicable	JB	SP
CHEXSYSTEM Report Result	I	Account file	One per entity and one per each signer, if applicable		SP
Business License	E	Account file	Photocopy of original document	N/A	N/A
Territorial Election Commission Certification	E	Account file	Applies to candidates for government elective positions. Photocopy of original document.	N/A	N/A
Signature cards	M	Cardholder: one alphabetical and one numerical	Digitalize for checking accounts	JB	SP
Deposit Account Agreement NNNS-2092-0508R USVI NNNS-2377-1104 BVI	P	Provide to client			SP
<b>Additional documents for CHECKING ACCOUNTS</b>					
Rates and Fees Schedule Disclosure NNNS-2091-1006R USVI NNNS-2132-1206 BVI	I	Provide to client			SP
<b>Additional documents for CERTIFICATES OF DEPOSIT</b>					
Certificate of Deposit Agreement NNNS-0958	M	One for file and one for client			N/A
Evidence of Negotiated Interest Rate, if applicable	I	Account file	Only if there was a special quote.		

Legend: P = Purchasing M = Mosaic I = Intranet E = External (s) Spanish (e) English

**CLOSED**

DATE: 1/13/19  
2/25/20

NNNS-2539-0511R

Account Type: <i>Commercial checking</i>	Account Number: [REDACTED]	Sign. Req. 1	Date: 11/3/11
Address: 6100 Red Hook Quarters B3 St. Thomas, VI 00802		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Harry Beller <i>Harry Beller</i>	SSN: [REDACTED]	ID Type: NY Drivers License	
Name:	SSN:	No: [REDACTED]	
Name:	SSN:	ID Type:	
Name:	SSN:	No:	
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees		Prepared by: <i>SB</i> Authorized by: <i>[Signature]</i>	

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: *12/31/19*  
*12/29/19*

**CONFIDENTIAL**

SDNY\_GM\_00013230

CONFIDENTIAL

FirstBankPR000393

EFTA\_00123873

EFTA01269077

Account Type: <b>Commercial Checking</b>	Account Number: [REDACTED]	Sign. Req. 1	Date: 11/3/11
Address: <b>6100 Red Hook Quarters B3 St. Thomas, VI 00802</b>		Tel: 340 775 2525	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Jeffrey Epstein	SSN: [REDACTED] ID Type: <b>VI DL</b> No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.		Prepared by: <b>JB</b> Authorized by: <b>JB</b>	

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**  
12/31/19  
DATE: 2/25/2011  
**CONFIDENTIAL**

SDNY\_GM\_00013231

CONFIDENTIAL

FirstBankPR000394

EFTA\_00123874

EFTA01269078

Account Type: <i>Commercial checking</i>	Account Number: [REDACTED]	Sign. Req. <i>1</i>	Date: <i>11/2/11</i>
Address: <i>6100 Redhook Quarters B3 St. Thomas, VI 00802</i>		Tel: [REDACTED]	
Name: Thomas World Air, LLC	EIN: [REDACTED]		
Name: Jeanne Brennan <i>Jeanne Brennan</i>	SSN: [REDACTED] ID Type: <i>US P</i> No: [REDACTED]		
Name:	SSN: ID Type: No:		
Name:	SSN: ID Type: No:		
I/We hereby acknowledge having received the Deposit Account Agreement, the First Bancorp Information Sharing and Privacy Policy, and the product rates and fees.	Prepared by: <i>JB</i> Authorized by: <i>B</i>		

NA 101E 7/2002  
NNS-0001

Instructions for completion

Please print this form 3 times and complete in triplicate in blue or black ink.

Please insert the name of the company or the account title under account name.

Please print the name of each authorized signatory to the account together with a sample of their signature in each field under name. If there are more than four signatories please use additional signature cards as necessary.

The Bank will complete the remaining fields.

\*Important\* Please provide each signature card in triplicate with the original signatures (no photocopies).

*FirstBank is a subsidiary of First Bancorp (NYSE: FBP)*

**CLOSED**

DATE: *2/25/12* <sup>*12/31/19*</sup>

**CONFIDENTIAL**

SDNY\_GM\_00013232

CONFIDENTIAL

FirstBankPR000395

EFTA\_00123875

EFTA01269079



Together we are one

**DEPOSIT ACCOUNT OPENING BRANCH REFERRAL**

I (name) Tara Bowers, (title, position) Customer Service Rep  
Platinum Banking Department refer the attached documentation for  
the opening of an account in the name of Thomas World Air, LLC:

- Business CDDs, Authorized Signers' CDDs,
- Signature Cards, OFAC checks
- W-9,EIN, LLC agreement, LLC tele/fax agreement
- Affidavit of not doing Business
- Certificate of Existence
- Articles of Organization
- Operating Agreement

I certify, on the 2 day of November, 2011 that the relevant due diligence  
has been performed in compliance with the Customer Identification Program & Know  
Your Customer requirements.

Tara Bowers  
Signature

11/2/2011  
Date

NNNS-2547-0810

**CLOSED**  
12/31/19  
DATE: 2/25/20

SDNY\_GM\_00013233

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000396

EFTA\_00123876

EFTA01269080

ACCOUNT INFORMATION

Account ██████████ Ct12 002 Ct13 717 Ct14 0000 Ct11 01 Curr

Prod Type 205 COMMERCIAL CHECKING ACCO

MSGS:

Status 00-NORMAL

System Type 010-COMMERCIAL

THOMAS WORLD AIR, LLC

Ext Inv Fund / Link

6100 RED HOOK QUARTERS B3

Cust Balance 0.00

ST THOMAS VI

00802 0000

Memo Balance 0.00

DDA Balance 0.00

Loan Balance 0.00

Sav Balance 0.00

IVR 0.00 Ln Av 0.00

Sav Avail 0.00

MMDA NO Dt Opened 11/03/11

Bank Unavail 0.00

Charge Card? NO Dt Lst Cust Actv

Cust Unavail 0.00

Spec Inst? NO Dt Lst Dep

Min DDA Bal 0.00

NSF? NO OD? NO Dt Lst Maint

Avg Coll Bal 0.00

Bal Hist? YES Sign 0 Loc Nbr

MTD Avg Bal 0.00

Bal Hist Ret 15 TIN: Cd 1 Nbr 660774563

Last Dep Amt 0.00

Con Kite Days 0 Number Amt Xfers 0

Reg-E Amount 0.00

MTD Kite Days 0 Number Ck Items 0

Total Holds 0.00

Stop Pay 0 OD Limit 0.00

Cyc Accrd 0.000000

Ext Inv 0.00

Proj Accrd 0.00

PF1-Fwd PF4-Hist PF5-Redis PF14-S/H Inq PF12-Help PF18-IBT Inq

TSIMMSE1 IM0043 I: THIS IS A NEW ACCOUNT

LAST

**CLOSED**

DATE: 12/11/11  
2/25/12

**CONFIDENTIAL**

SDNY\_GM\_00013234

CONFIDENTIAL

FirstBankPR000397

EFTA\_00123877

EFTA01269081

Command ==> IM2A

11/03/11

16:13:02

DDA MAINTENANCE

Account ██████████ Ctl2 002 Ctl3 717 Ctl4 0000 Ctl1 01 Curr

PERSONAL INFO: ██████████ Short Name THOMAS WORLD Off/Emp 0

Home Phone ██████████ Off Phone Birth Date

LOCATION INFO: Ledger 000 Branch 717 Sign Card 0 Loc Nbr

Region 000 Off 1 40450 Off 2 Off 3 Dual Year? N

CONTACT INFO: Lost Cont? N Lst Cont Dt

CODES/FLAGS: User Code 1 User Code 2 User Code 3 SMB

User Code 4 System Type 010 Product Type 205 Funds Owner

LOB Ind 00 Status 00 Close Override? N S/H Charge Waive? N

Bank Avail? Y Cust Avail? Y Cash Avail? N Bank Avail Exc? N

Audit Acct? N Caution Acct? N Spec Hndlg Acct? N Secured Acct? N

ACH Auth 3 ARP Code 0 List Post 0 Source of Funds

BALANCE PTRS: Large Item 1 Minimum Balance 0.00

NSF Calc 6 Collected Calc 6 Cust Coll Calc 6 Min Bal Calc 1

OL Bal Calc 06 Inv Proc Ind 0 Inv Link Ind

Bal Chg Ptr 1

STATEMENT: Fmt 6 Msg? Y Full Sheet 0 Dup Stmts 1 Spec Hndlg 0

RELATED ACCOUNT: Code 0 Controls

After Post? Post Seq Off Init Cust Gen?

PF3-Ing PF7-Refresh PF12-Help PF16-Svc Chrg Maint PF22-Prev Msg

PF5-Redis PF10-Next Msg PF15-Int Maint PF17-OD/NSF/ODP

TSIMMSE1 IM0043 I: THIS IS A NEW ACCOUNT 1ST

**CLOSED**

DATE: 2/27/12

**CONFIDENTIAL**

SDNY\_GM\_00013235

CONFIDENTIAL

FirstBankPR000398

EFTA\_00123878

EFTA01269082

Command ==> IM2A

11/03/11

16:13:02

DDA MAINTENANCE

Account [REDACTED] Ct12 002 Ct13 717 Ct14 0000 Ct11 01 Curr

PERSONAL INFO: Short Name THOMAS WORLD Off/Emp 0  
 Home Phone [REDACTED] Off Phone Birth Date

LOCATION INFO: Ledger 000 Branch 717 Sign Card 0 Loc Nbr  
 Region 000 Off 1 40450 Off 2 Off 3 Dual Year? N

CONTACT INFO: Lost Cont? N Lst Cont Dt  
 CODES/FLAGS: User Code 1 User Code 2 User Code 3 SMB  
 User Code 4 System Type 010 Product Type 205 Funds Owner  
 LOB Ind 00 Status 00 Close Override? N S/H Charge Waive? N  
 Bank Avail? Y Cust Avail? Y Cash Avail? N Bank Avail Exc? N  
 Audit Acct? N Caution Acct? N Spec Hndlg Acct? N Secured Acct? N  
 ACH Auth 3 ARP Code 0 List Post 0 Source of Funds

BALANCE PTRS: Large Item 1 Minimum Balance 0.00  
 NSF Calc 6 Collected Calc 6 Cust Coll Calc 6 Min Bal Calc 1  
 OL Bal Calc 06 Inv Proc Ind 0 Inv Link Ind

Bal Chg Ptr 1  
 STATEMENT: Fmt 6 Msg? Y Full Sheet 0 Dup Stmts 1 Spec Hndlg 0  
 RELATED ACCOUNT: Code 0 Controls  
 After Post? Post Seq Off Init Cust Gen?

PF3-Inq PF7-Refresh PF12-Help PF16-Svc Chrg Maint PF22-Prev Msg  
 PF5-Redis PF10-Next Msg PF15-Int Maint PF17-OD/NSF/ODP

TSIMMSE1 IM0043 I: THIS IS A NEW ACCOUNT 1ST

**CLOSED**

DATE: 2/25/20 <sup>12/31/19</sup>

**CONFIDENTIAL**

SDNY\_GM\_00013236

CONFIDENTIAL

FirstBankPR000399

EFTA\_00123879

EFTA01269083

# FILE DOCUMENT CHECKLIST FOR BUSINESS ACCOUNT ADDENDUM



**SOLE PROPRIETORSHIP**

- Sole Proprietorship Agreement (Individual / Multiple Authorized Signers)
- Certificate of Trade Name (if applicable)
- Business/ Trade License (current)
- SS or E.I.N.

**PARTNERSHIP**

- Partnership Letter & Security Agreement
- Certificate of Trade Name (if applicable)
- Partnership Agreement (if it exists)
- Certificate of Limited Partnership (if applicable)
- Business/ Trade License (current)
- Resolution where Partnership contains Corporation as a Partner (if applicable)
- Partnership Contains Limited Liability Company as a Partner (if applicable)
- Partnership Contains Trust as a Partner (if applicable)
- Partnership Contains Joint Venture as a Partner (if applicable)
- E.I.N./T.I.N.

**CORPORATION**

- Articles of Incorporation (Stamped by Lt. Gov.'s Office if in the USVI or the Registrar of Companies if in the BVI)
- Certificate of Incorporation or Certificate of Qualification (if a U.S. based corporation)
- Corporate Resolutions (w/Corporate Seal if Required)
- Business/ Trade License (Current)
- Certificate of Good Standing
- Certificate of Trade Name
- E.I.N./T.I.N.

**UNINCORPORATED ASSOCIATION**

- Unincorporated Association Resolutions (signed by the Secretary)
- By-Laws or letter stating Association purpose (signed by the President of the Association)

**LIMITED LIABILITY COMPANY (LLC)**

- Articles of Organization or Certificate of Formation (non-bank form required if the LLC is a new "LLC")
- Filing Receipt from Government (if applicable)
- Operating Agreement
- Certificate of Existence
- Limited Liability Company Letter & Security Agreement
- LLC Contains Corporate Member/Manager (if applicable)
- LLC Contains LLC as a Member/Manager (if applicable)
- LLC Contains a Partnership as a Member/Manager (if applicable)
- LLC Contains a LLP as a Member/Manager (if applicable)
- LLC Contains a Trust As a Member/Manager (if applicable)
- LLC Contains Unincorporated Association as a Member Manager (if applicable)
- LLC Contains Joint Venture as a Member/Manager (if applicable)
- Business/ Trade License (Current) *PLS LETTER ON FILE*
- Certificate of Trade Name (if applicable)
- E.I.N./T.I.N.

**LIMITED LIABILITY PARTNERSHIP (LLP)**

- Certificate of Limited Partnership (Limited Partnership) – Not required when opening accounts for law firms or security brokerage houses
- Certificate of Trade Name (if applicable)
- Operating Agreement
- Certificate of Existence
- Statement of Qualification or Statement of Foreign Qualification
- Filing Receipt from Government (if applicable)
- Limited Liability Partnership Letter & Security Agreement
- LLP Contains LLC as a Member/Manager (if applicable)
- LLP Contains LLP as a Member/Manager (if applicable)
- LLP Contains Partnership as a Member/Manager (if applicable)
- Business/ Trade License (Current)
- E.I.N./T.I.N.

**ESTATE ACCOUNT**

- Letters of Administration (Original)
- Death Certificate (Original)
- Social Security No. Dec'd/ T.I.N. Estate

**BANKRUPTCY ACCOUNT (USVI Only)**

- Bankruptcy Order (including all pages with designation of Trustee(s) and Pertinent Amendments)
- Notice of Appointment (Court Order or Court Appointment Papers)

**CLOSED**  
DATE *2/25/19* *12/31/19*

**CONFIDENTIAL**

12 MONTHS BUS REG CD

Signt. Req. 1 COM Date: 1/2016

HOME: [REDACTED]  
WORK: [REDACTED]

TRY- VI  
Name: THOMAS WORLD AIR LLC

SSN: [REDACTED]  
ID Type: [REDACTED]

Name: JEFFREY EPSTEIN  
DATE: 1/13/16  
SSN: [REDACTED]  
ID Type: DL  
No. C0000000074316  
JEBRENN@TTGLOBAL.NET

Name: [REDACTED]  
SSN: [REDACTED]  
ID Type: [REDACTED]  
No. [REDACTED]

Name: [REDACTED]  
SSN: [REDACTED]  
ID Type: [REDACTED]  
No. [REDACTED]

I/We hereby acknowledge having received the Deposit Account Agreement, the First BanCorp Information Sharing and Privacy Policy, and the product rates and fees.

Prepared by: SACHOON BLACKWOOD  
Authorized by: [Signature]

NA101E 92028 1001S-0001

CONFIDENTIAL

CONFIDENTIAL

SDNY\_GM\_00013238

FirstBankPR000401

EFTA\_00123881

EFTA01269085

ACCOUNT INFORMATION

08:55:43

Account [REDACTED] Ct12 002 Ct13 717 Ct14 0000 Ct11 01 Curr  
 Prod Type 205 COMMERCIAL CHECKING ACCO  
 Status 00-CREDITS ONLY ALLOWED  
 THOMAS WORLD AIR LLC  
 6100 RED HOOK QUARTERS STE B3  
 ST THOMAS VI 00802

MSGs:  
 System Type 010-COMMERCIAL  
 Ext Inv Fund Link  
 Cust Balance 210139.09  
 Memo Balance 210139.09  
 Ledger Bal 210139.09  
 Loan Balance 0.00  
 Sav Trlr Bal 0.00  
 Sav Avail 0.00  
 Bank Unavail 0.00  
 Cust Unavail 0.00  
 Min DDA Bal 0.00  
 Avg Coll Bal 210139.09  
 MTD Avg Bal 210139.09  
 Last Dep Amt 175.01  
 Reg-E Amount 0.00  
 Total Holds 0.00  
 Cyc Accrd 0.000000  
 Proj Accrd 0.00

IVR 210139.09 Ln Av 0.00  
 MMDA Dt Opened 11/03/11  
 Charge Card? NO Dt Lst Cust Actv 08/13/19  
 Spec Inst? YES Dt Lst Dep 03/11/19  
 NSF? NO OD? NO Dt Lst Maint 08/20/19  
 Bal Hist? YES Sign 0 Loc Nbr  
 Bal Hist Ret 15 TIN: Cd 1 Nbr 660774563  
 Con Kite Days 0 Number Amt Xfers 0  
 MTD Kite Days 0 Number Ck Items 0  
 Stop Pay 0 OD Limit 0.00  
 Ext Inv 0.00

PF1-Fwd PF4-Hist PF5-Redisp PF14-S/H Inq PF12-Help PF18-IBT Inq

**CLOSED**  
 DATE: 2/25/20  
12/31/19

**CONFIDENTIAL**

CONFIDENTIAL

SDNY\_GM\_00013239

FirstBankPR000402

EFTA\_00123882

EFTA01269086

ESTATE OF JEFFREY E. EPSTEIN  
c/o Kellerhals Ferguson Kroblin PLLC  
9053 Estate Thomas Suite 101  
St. Thomas, VI 00802

Via Email & Hand Delivery

Ms. Michelle Smith Roberts  
Business Development Manager  
USVI Platinum Banking Manager  
First Bank VI  
4700 Estate Charlotte Amalie, Suite 101, 2<sup>nd</sup> Floor  
St Thomas, VI 00802

Re: Marshalling of Estate of Jeffrey E. Epstein Assets

Dear Ms. Smith-Roberts

In connection with the marshalling of the decedent's assets, we request that the following entity accounts be closed and the funds transferred into the estate account ending in -6901 prior to the close of the year:

- 1 - Thomas World Air LLC ending in -0305
  - 2 - PSF LLC ending in -0576
  - 3 - Jeepers, Inc. ending in -0636
  - 4 - Little St. James ending in -1376
  - 5 - Freedom Air Petroleum ending in -1753
  - 6 - Michelle's Transportation ending in -5759
- Remove*

As these companies are being dissolved at year end, we appreciate your assistance in resolving this matter expeditiously. Please do not hesitate to contact our counsel at Kellerhals Ferguson Kroblin PLLC should you have any questions or need additional information.

Thank you for your assistance.

Darren K. Indyke  
Co-Executor  
Estate of Jeffrey E. Epstein

*Richard D. Kahn*  
Richard D. Kahn  
Co-Executor  
Estate of Jeffrey E. Epstein

**CLOSED**

DATE: 12/31/19

*add to close items 1, 2 & 3*  
*[Signature]*  
12/31/19

0F2

CONFIDENTIAL

**CONFIDENTIAL**

SDNY\_GM\_00013240

FirstBankPR000403

EFTA\_00123883

EFTA01269087

ESTATE OF JEFFREY E. EPSTEIN  
c/o Kellerhals Ferguson Kroblin PLLC  
9053 Estate Thomas Suite 101  
St. Thomas, VI 00802

Via Email & Hand Delivery

Ms. Michelle Smith Roberts  
Business Development Manager  
USVI Platinum Banking Manager  
First Bank VI  
4700 Estate Charlotte Amalie, Suite 101, 2<sup>nd</sup> Floor  
St Thomas, VI 00802

Re: Marshalling of Estate of Jeffrey E. Epstein Assets

Dear Ms. Smith-Roberts

In connection with the marshalling of the decedent's assets, we request that the following entity accounts be closed and the funds transferred into the estate account ending in -6901 prior to the close of the year:

- Thomas World Air LLC ending in -0305
  - FSF LLC ending in -0576
  - Jeepers, Inc. ending in -0636
  - Little St. James ending in -1376
  - Freedom Air Petroleum ending in -1753
  - Michelle's Transportation ending in -5759
- PENDING*

As these companies are being dissolved at year end, we appreciate your assistance in resolving this matter expeditiously. Please do not hesitate to contact our counsel at Kellerhals Ferguson Kroblin PLLC should you have any questions or need additional information.

Thank you for your assistance.

*[Signature]*  
Darren K. Indyke  
Co-Executor  
Estate of Jeffrey E. Epstein

Richard D. Kahn  
Co-Executor  
Estate of Jeffrey E. Epstein

**CLOSED**

DATE: 12/31/19

*off to close items 1, 2 & 3*  
*[Signature]*  
12/31/19

SDNY\_GM\_00013241

*20K2*

CONFIDENTIAL

**CONFIDENTIAL**

FirstBankPR000404

EFTA\_00123884

EFTA01269088

**MICHELLE SMITH-ROBERTS**

---

**From:** MICHELLE SMITH-ROBERTS  
**Sent:** Tuesday, December 31, 2019 10:49 AM  
**To:** Kurt Petri; 'Erika Kellerhals'  
**Cc:** Dina Perry  
**Subject:** RE: [EXTERNAL] Liquidation of Entity Accounts

Thanks Kurt,  
As such, we will proceed to close and issue checks to deposit to the Estate of Jeffrey E Epstein with respect to the those three (3) entities which have received an "okay":

- 1. Thomas World Air, LLC
- 2. FSF, LLC
- 3. Jeepers, Inc

Erika,  
I will provide copies of the checks issued and deposited into the Estate account upon completion today.

In addition, I will continue to monitor email for approval to move forward on the other entities (Little St James, Freedom Air Petroleum and Michelle's Transportation).

Regards



**Michelle Smith-Roberts**  
[michelle.smithroberts@firstbankvi.com](mailto:michelle.smithroberts@firstbankvi.com)

Business Development Manager  
USVI Platinum Banking Manager

[1firstbank.com](http://1firstbank.com)



Please consider the environment before printing this e-mail.

**From:** Kurt Petri [REDACTED]  
**Sent:** Tuesday, December 31, 2019 10:46 AM  
**To:** 'Erika Kellerhals' [REDACTED]  
**Cc:** MICHELLE SMITH-ROBERTS <[REDACTED]> Dina Perry [REDACTED]  
**Subject:** [EXTERNAL] RE: [EXTERNAL] Liquidation of Entity Accounts

Michelle and Dina,

At this point, I have all I need for the following:

Thomas World Air  
FSF LLC  
Jeepers

**CLOSED**  
DATE: 12/31/19

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FirstBankPR000405

EFTA\_00123885

EFTA01269089

I am awaiting information on the following:

Little St. James  
Freedom Air Petroleum  
Michelle's Transportation

KEP

**From:** Kurt Petri  
**Sent:** Tuesday, December 31, 2019 10:26 AM  
**To:** 'Erika Kellerhals' <[REDACTED]>  
**Cc:** MICHELLE SMITH-ROBERTS <[REDACTED]>; Dina Perry <[REDACTED]>  
**Subject:** RE: [EXTERNAL] Liquidation of Entity Accounts

Erika,

Little St. James: I'm confused on this one. You provided the articles for Little St. Jim, LLC. Is this referring to the same company? I don't appear to have any other information for Little St. Jim in my file, i.e. operating agreement, resolution appointing management, etc. Please clarify.

KEP

**From:** Erika Kellerhals <[REDACTED]>  
**Sent:** Tuesday, December 31, 2019 10:05 AM  
**To:** Kurt Petri <[REDACTED]>  
**Cc:** MICHELLE SMITH-ROBERTS <[REDACTED]>; Dina Perry <[REDACTED]>  
**Subject:** Re: [EXTERNAL] Liquidation of Entity Accounts

You are correct re: Thomas World Air. Jeffrey was the sole member. Darren is the Manager.

Jeanne Brennan resigned as manager Of Michelle's Transportation. I will send resignation.

Let me discuss Freedom with the co-executors and I'll get back to you.

Erika A. Kellerhals  
Member  
Kellerhals Ferguson Kroblin PLLC

9053 Estate Thomas, Suite 101  
St. Thomas VI 00802

Office: [REDACTED]  
Cell: [REDACTED]

On Dec 31, 2019, at 10:00 AM, Kurt Petri <[REDACTED]> wrote:

Erika,

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DATE: 2 12/31/19

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EFTA01269090

I'm going through this right now. See preliminary comments below:

Thomas World Air LLC: Per the Articles of Organization, this is manager managed, and the manager is D. Indyke. Assuming this is correct, as it disagrees with your email, this entity is OK.

FSF, LLC: OK

Jeepers, Inc.: OK

Little St. James: In process

Freedom Air Petroleum: The operating agreement says it is manager managed, which disagrees with the articles, which controls. Have the executors resolved to void this agreement somehow?

Michelle's Transportation: Articles say this is manager managed with the initial manager being J. Brennan. The operating agreement says there are two managers, but doesn't specify who they are. I need some clarification on this.

KEP

**From:** Erika Kellerhals [REDACTED]  
**Sent:** Tuesday, December 31, 2019 9:07 AM  
**To:** MICHELLE SMITH-ROBERTS <[REDACTED]>  
**Cc:** Kurt Petri <[REDACTED]>; Dina Perry <[REDACTED]>  
**Subject:** Re: [EXTERNAL] Liquidation of Entity Accounts

Good morning Kurt. Please let me know as soon as possible if you need any additional documentation. Thank you. Sorry for the end of the year rush.

Erika A. Kellerhals  
Member  
Kellerhals Ferguson Kroblin PLLC

9053 Estate Thomas, Suite 101  
St. Thomas VI 00802

Office: [REDACTED]  
Cell: [REDACTED]

On Dec 31, 2019, at 8:58 AM, MICHELLE SMITH-ROBERTS <[REDACTED]> wrote:

Good Morning Kurt,  
Please provide your feedback on the documentation provided and advise if we may release these funds. Your voice message of yesterday afternoon just came through this morning.

Regards

**CLOSED**

DATE: \_\_\_\_\_ 3 12/31/19

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EFTA\_00123887

EFTA01269091

<image001.jpg>

**Michelle Smith-Roberts**  
michelle.smithroberts@firstbankvi.com

**Business Development Manager**  
USVI Platinum Banking Manager

[Redacted]  
firstbank.com

<image002.png>

Please consider the environment before printing this e-mail.

**From:** Erika Kellerhals [Redacted]  
**Sent:** Monday, December 30, 2019 12:29 PM  
**To:** MICHELLE SMITH-ROBERTS <[Redacted]>; Kurt Petri <[Redacted]>; Dina Perry <[Redacted]>  
**Subject:** [EXTERNAL] Liquidation of Entity Accounts

Good day all. Please see attached letter regarding certain single member entity accounts owned by Mr. Epstein. Please do not hesitate to contact me if you have any questions or need additional information.

Erika A. Kellerhals  
Member  
Kellerhals Ferguson Kroblin PLLC  
Royal Palms Professional Building  
9053 Estate Thomas Suite 101  
St. Thomas, VI 00802

Email: [Redacted]  
Tel: [Redacted]  
Cell: [Redacted]  
Fax: [Redacted]

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EFTA\_00123888

EFTA01269092

1 First Bank

Checking Debit Advice

Date \_\_\_\_\_

Prepared by

Approved by

TC

Account

Reason

Amount

We have debited your account, as per details. Please adjust your records.

\$

To

FirstBank - 721  
TELLER 9865

DEC 31 2019

Customer Signature

1 First Bank

Notice to Purchaser: As a condition to this institution's issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

Check No. 039093

101-7147/2216

DRAWN ON  
FIRSTBANK PUERTO RICO

PURCHASER'S COPY **MANAGER'S CHECK**

Date: 12/31/2019

Purchaser: THOMAS WORLD AIR LLC

Payee: ESTATE OF JEFFREY EPSTEIN

RE: CLOSING ACCT [REDACTED]

FirstBank - 721  
TELLER 9865

DEC 31 2019

Branch: 721

Teller: 09865

Source:

Amount: \$210,124.09

Fee: \$15.00

Total: \$210,139.09

**CLOSED**  
DATE: 2/25/2020  
[Signature]

**CONFIDENTIAL**

SDNY\_GM\_00013246

CONFIDENTIAL

FirstBankPR000409

EFTA\_00123889

EFTA01269093



# DDA IMPACS MAINTENANCES

Branch: 717  
 Date: 12-31-2019  
 Account: XXXXXXXXXX *James would like to*

Prepared by	Processed by	Authorized by
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**IM2A MAINTENANCE**

Codes / Flags

Off 1 Code    Off 2 Code    Off 3 Code

User Code 1    User Code 2    User Code 3

System Type    Product Type

Status  0  0 Customer Signature: *As per letter request to close account.*  
(Only for Dormant accounts)

**IM2E GENERIC FIELD MAINTENANCE**

Bonus Account Status Change

NBR

**IM12 COMBINED STATEMENT ADD**

Application   Combined Account Controls

**IM05 DELETE SEGMENT**

Segment :  Type  Sequence

**IM2I INTEREST / TAX MAINTENANCE**

Backup With

**IM30 STOP/HOLD MAINTENANCE-FOR ACH ONLY**

Trans Code   Amount                    Description

All Funds  Days     Ser or Low Ser Nbr      Exp. Date

Tran Code	Type	Field Required
30	Delete	Ser, Seq Nbr.
33	Add Stop Payment	Ami, Ser, Exp Date or Days, Desc
35	Add Special Instructions	Exp Date or Days, Spec Instr, Spec Instr Code
38	Expiration Date Change	Ser, Exp Date or Days, Seq. Nbr

**OTHER IMPACS APPLICATION MAINTENANCE**

Field Name:  Value:

NNNS-1352-0911R

**CLOSED**  
 DATE: 12/31/19  
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SDNY\_GM\_00013247

CONFIDENTIAL

FirstBankPR000410  
 EFTA\_00123890

EFTA01269094

Command ==> IM2A

12/31/19

11:29:24

DDA MAINTENANCE

Account ██████████ Ctl2 002 Ctl3 717 Ctl4 0000 Ctl1 01 Curr 0

PERSONAL INFO: Short Name THOMAS WORLD Off/Emp 0

Home Phone ██████████ Off Phone Birth Date

LOCATION INFO: Ledger 000 Branch 717 Sign Cd 0 Loc Nbr

Region 000 Off 1 40450 Off 2 Off 3 Dual Year? N

CONTACT INFO: Lost Cont? N Lst Cont Dt 110311 Source of Funds

CODES/FLAGS: User Code 1 User Code 2 User Code 3 PLT

User Code 4 System Type 010 Product Type 205 Funds Owner

LOB Ind 00 Status 00 Close Override? N S/H Charge Waive? Y

Bank Avail? Y Cust Avail? Y Cash Avail? N Bank Avail Exc? N

Audit Acct? N Caution Acct? N Spec Hndlg Acct? N Secured Acct? N

ACH Auth 3 ARP Code 0 List Post 0 Force Post? N

BALANCE PTRS: Large Item 1 Minimum Balance 0.00

NSF Calc 6 Collected Calc 6 Cust Coll Calc 6 Min Bal Calc 1

OL Bal Calc 06 Inv Proc Ind 0 Inv Link Ind Fed New Acct Flag? N

Bal Chg Ptr 1

STATEMENT: Fmt 6 Msg? Y Full Sheet 0 Dup Stmt 1 Spec Hndlg 0

RELATED ACCOUNT: Code 0 Controls

After Post? Post Seq Off Init Cust Gen?

PF3-Inq PF7-Refresh PF12-Help PF16-Svc Chrg Maint PF22-Prev Msg

PF5-Redispatch PF10-Next Msg PF15-Int Maint PF17-OD/NSF/ODP

TSTSOAD1 : ISC ADMIN PROCESS COMPLETE LAST

**CLOSED**

DATE: 12/31/19 \*

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SDNY\_GM\_00013248

CONFIDENTIAL

FirstBankPR000411

EFTA\_00123891

EFTA01269095

Command ==> IMI1

Page 01 of 02 12/31/19

ACCOUNT INFORMATION

11:29:27

Account	[REDACTED]	Ct12 002 Ct13 717 Ct14 0000 Ct11 01	Curr
Prod Type 205	COMMERCIAL CHECKING ACCO	MSGs: ACT.	
Status 00-NORMAL		System Type 010-COMMERCIAL	
THOMAS WORLD AIR LLC		Ext Inv Fund	Link
6100 RED HOOK QUARTERS STE B3		Cust Balance	210139.09
ST THOMAS VI	00802	Memo Balance	210139.09
		Ledger Bal	210139.09
		Loan Balance	0.00
		Sav Trlr Bal	0.00
IVR	210139.09	Sav Avail	0.00
MMDA		Bank Unavail	0.00
Charge Card?	NO	Cust Unavail	0.00
Spec Inst?	YES	Min DDA Bal	0.00
NSF? NO OD? NO		Avg Coll Bal	210139.09
Bal Hist?	YES	MTD Avg Bal	210139.09
Bal Hist Ret	15	Last Dep Amt	175.01
Con Kite Days	0	Reg-E Amount	0.00
MTD Kite Days	0	Total Holds	0.00
Stop Pay	0	Cyc Accrd	0.000000
		Ext Inv	0.00
		Proj Accrd	0.00
PF1-Fwd PF4-Hist PF5-Redis PF14-S/H Inq PF12-Help PF18-IBT Inq			
TSIMMSE1 IM0051 I: FILE MAINTENANCE HAS OCCURRED TODAY			LAST

**CLOSED**

DATE: 12/31/19 *AS*

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SDNY\_GM\_00013249

FirstBankPR000412

EFTA\_00123892

EFTA01269096



Waive Charge Request Form
Service Charges and Interest

Branch: WF,EEP,FBP,POS Account Number:

Name of the Account Holder: Jeffrey Epstein

Indicate and/or explain the reason and justification for the request:

- Overdrawn Account Closure
Account for Internal Bank Use
Banking Relationship\*, indicate the type of charges to waive:
Monthly service fee and transactions
NSF fee
Uncollected fee
Daily overdraft fee
Manager's Check fee
Money Order fee
Other: wire transfer fees

Explanation: See attached memo for account details

Prepared by:

Jvonne George Name Signature Date 4/6/2016

APPROVALS

Name Signature Date

Assistant Manager or Branch Manager

Richard Young Area Manager

Signature

4/6/16

Angel Dawson ECR Business Director

Signature

4/8/16

\* In the case of Banking Relationships, authorization from the Branch Manager, Regional Branch Manager and the ECR Business Director is required. Also include the printed RMBA - Customer Relationship to Account screen and any other documentation to support the request, as applicable.

NNNS-2598-1214R

CLOSED

DATE: 2/25/2016 12/31/19

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SDNY\_GM\_00013250

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FirstBankPR000413

EFTA\_00123893

EFTA01269097



ACCOUNT INFORMATION

11:29:14

Account [REDACTED] Ct12 002 Ct13 717 Ct14 0000 Ct11 01 Curr  
 Prod Type 205 COMMERCIAL CHECKING ACCO  
 Status 09-CREDITS ONLY ALLOWED  
 THOMAS WORLD AIR LLC  
 6100 RED HOOK QUARTERS STE B3  
 ST THOMAS VI 00802

MSGs:  
 System Type 010-COMMERCIAL  
 Ext Inv Fund Link  
 Cust Balance 210139.09  
 Memo Balance 210139.09  
 Ledger Bal 210139.09  
 Loan Balance 0.00  
 Sav Trlr Bal 0.00  
 Sav Avail 0.00  
 Bank Unavail 0.00  
 Cust Unavail 0.00  
 Min DDA Bal 0.00  
 Avg Coll Bal 210139.09  
 MTD Avg Bal 210139.09  
 Last Dep Amt 175.01  
 Reg-E Amount 0.00  
 Total Holds 0.00  
 Cyc Accrd 0.000000  
 Proj Accrd 0.00

IVR 210139.09 Ln Av 0.00  
 MMDA Dt Opened 11/03/11  
 Charge Card? NO Dt Lst Cust Actv 08/13/19  
 Spec Inst? YES Dt Lst Dep 03/11/19  
 NSF? NO OD? NO Dt Lst Maint 08/20/19  
 Bal Hist? YES Sign 0 Loc Nbr  
 Bal Hist Ret 15 TIN: Cd 1 Nbr 660774563  
 Con Kite Days 0 Number Amt Xfers 0  
 MTD Kite Days 0 Number Ck Items 0  
 Stop Pay 0 OD Limit 0.00  
 Ext Inv 0.00

PF1-Fwd PF4-Hist PF5-Redisp PF14-S/H Inq PF12-Help PF18-IBT Inq

**CLOSED**

DATE: 12/31/19

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SDNY\_GM\_00013252

FirstBankPR000415

EFTA\_00123895

EFTA01269099