

Commercial Checking	[Redacted]	Sign. Req. ICOM	Date: 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [Redacted]	
Name: Great ST Jim LLC		SSN: [Redacted] ID Type: No: [Redacted]	
Name: Jeffrey Epstein		SSN: [Redacted] ID Type: 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>Donille Etienne</i> Authorized by: <i>[Signature]</i>	

Commercial Checking	[Redacted]	Sign. Req. ICOM	Date: 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [Redacted]	
Name: Great ST Jim LLC		SSN: [Redacted] ID Type: No: [Redacted]	
Name: Jeffrey Epstein		SSN: [Redacted] ID Type: No: [Redacted]	
Name:		SSN: ID Type: No:	
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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: <i>[Signature]</i>	

Commercial Checking	[Redacted]	Sign. Req. ICOM	Date: 09/02/16 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [Redacted]	
Name: Great ST Jim LLC		SSN: [Redacted] ID Type: No: [Redacted]	
Name: Jeffrey Epstein		SSN: [Redacted] ID Type: 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>Donille Etienne</i> Authorized by: <i>[Signature]</i>	

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Commercial Checking	1191441802	Sign. Req. 1 COM	Date 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [REDACTED]	
Name: Great ST Jim LLC		SSN: [REDACTED] ID Type: No:	
Name: Darren Indyke <i>Darren Indyke</i>		SSN: [REDACTED] ID Type: Passport 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>Donille Etienne</i> Authorized by: <i>[Signature]</i>		

Commercial Checking	[REDACTED]	Sign. Req. 1 COM	Date 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [REDACTED]	
Name: Great ST Jim LLC		SSN: [REDACTED] ID Type: No:	
Name: Darren Indyke <i>Darren Indyke</i>		SSN: [REDACTED] ID Type: 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>Donille Etienne</i> Authorized by: <i>[Signature]</i>		

Commercial Checking	[REDACTED]	Sign. Req. 1 COM	Date 9-8-16
6100 Red Hook Quarter B3 St. Thomas, VI. 00802		Home: Work: [REDACTED]	
Name: Great ST Jim LLC		SSN: [REDACTED] ID Type: No:	
Name: Darren Indyke <i>Darren Indyke</i>		SSN: [REDACTED] ID Type: 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>Donille Etienne</i> Authorized by: <i>[Signature]</i>		

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CERTIFICATION OF BENEFICIAL OWNER(S)

The information contained in this Certification is sought pursuant to Section 1020.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1020.230).

Person opening an account on behalf of a legal entity must provide the following information:

Account # [REDACTED]

1. First Name and title of Natural Person Opening Account JEFFREY	2. Last Name EPSTEIN	3. Middle Initial E
4. Name and type of Legal Entity for Which the Account is Being Opened GREAT ST. JIM, LLC		
4a. Legal Entity Address [REDACTED]	4b. City St. Thomas	4c. State USVI
4d. ZIP/Postal Code 00802		

SECTION I

(To add additional individuals, see page 3)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

Check here if no individual meets this definition and complete Section II.

5. First Name Jeffrey	6. Last Name Epstein	7. M.I. E	8. Date of Birth 01/20/1953
9. Address 6100 Red Hook Quarter B3	10. City St. Thomas	11. State USVI	12. ZIP/Postal Code 00802
13. Country USA	14. SSN (U.S. Persons/ Non-U.S. Persons) [REDACTED]	15. Identification Number (SSN, Passport Number or other similar identification number) [REDACTED]	
15a. State of Issuance: USA	15b. Country of Issuance: USA	16. Ownership % 100	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION II

Please provide the following information for an individual with significant responsibility for managing or directing the entity, including, an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions.

17. First Name Jeffrey	18. Last Name Epstein	19. M.I. E	20. Date of Birth 01/20/1953
21. Address 6100 Red Hook Quarter B3	22. City St. Thomas	23. State USVI	24. ZIP/Postal Code 00802
25. Country USA	26. SSN (U.S. Persons/ Non-U.S. Persons) [REDACTED]	27. Identification (SSN, Passport Number or other similar identification number) [REDACTED]	
27a. State of Issuance: USA	27b. Country USA		

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, **JEFFREY EPSTEIN** (name of person opening account), hereby certify, to the best of my knowledge, that the information provided herein is true and correct. If any of the above mentioned information changes I agree to provide the financial institution written notification of such changes.

Signature: _____

Date: 02/11/2019
(MM/DD/YYYY)

NNNG-1618-0418

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Legal Entity Identifier (Optional): _____

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Additional Section 1 - Second Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Third Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Fourth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Fifth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Sixth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Seventh Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 20% or more of the equity interests of the legal entity listed above.

5. First Name		6. Last Name		7. M.I.	8. Date of Birth
9. Address			10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons/ Non-U.S. Persons)		15. Identification Number (SSN, Passport Number or other similar identification number)		
15a. State of Issuance:		15b. Country of Issuance:		16. Ownership %	

NOTE: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.



Virgin Islands

Limited Liability Company Letter and Security Agreement

Date 8/8/16

We the undersigned Members, Managers, or Officers of Great St. Jim, LLC ("Company") located at

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

is composed of the following Members: Poplar, Inc., a U.S. Virgin Islands Corporation by Jeffrey Epstein, President

and the following Manager or Officer(s): Erika Kellerhals (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, Darven Judyke

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, or 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, Darven Judyke (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 an indemnity 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 in any manner by Bank, whether contracted by Company alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively

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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 fact 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,

Great St. Jim, LLC
Name of Company

Address

Poplar, Inc.
By: Jeffrey E. Pitony, President
Title: Member
(Manager, Member, or Official Title)
By: _____
Title: _____
(Manager, Member, or Official Title)

Corp No. 585782

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
— 0 —
CHARLOTTE AMALIE, ST. THOMAS, VI 00802**

CERTIFICATE OF EXISTENCE

To All To Whom These Presents Shall Come:

I, OSBERT E. POTTER, Lieutenant Governor of the Virgin Islands do hereby certify that I am, by virtue of the laws of the Virgin Islands, the custodian of the corporate records and the proper officer to execute this certificate.

I further certify that the records of this office disclose that

GREAT ST. JIM, LLC

Limited Liability Company

was duly registered to conduct business in the Territory on **October 26, 2015** and has a legal existence as a Limited Liability Company so far as the records of this office show.

Witness my hand and the seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas, this 27th day of October, 2015.



OSBERT E. POTTER
Lieutenant Governor of the Virgin Islands

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Date of this notice: 11-05-2015

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

GREAT ST JIM LLC
ERIKA KELLERHALS SOLE MBR
9053 ESTATE THOMAS
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 66-0848875. 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. 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. You may give a copy of this document to anyone asking for proof of your EIN.
- * 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.

Your name control associated with this EIN is GREA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

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(IRS USE ONLY)

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11-05-2015 GRE A O 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 11-05-2015
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

GREAT ST JIM LLC
ERIKA KELLERHALS SOLE MBR
9053 ESTATE THOMAS
ST THOMAS, VI 00802

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THE UNITED STATES VIRGIN ISLANDS
OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF CORPORATIONS AND TRADEMARKS

FILE COPY

**RESIDENT AGENT FORM
CONSENT OF AGENT FOR SERVICE OF PROCESS**

This writing witnesseth that I, the undersigned Business Basics VI, LLC
having been designated by Great St. Jim, LLC
as resident agent of said company, upon whom service of process may be made in all suits
arising against said company in the Courts of the United States Virgin Islands, do hereby consent
to act as such agent and that service of process may be made upon me in accordance with
Title 13, Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 26th day of
October 2015

I DECLARE, UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE UNITED STATES VIRGIN ISLANDS, THAT ALL STATEMENTS CONTAINED IN THIS APPLICATION, AND ANY
ACCOMPANYING DOCUMENTS, ARE TRUE AND CORRECT, WITH FULL KNOWLEDGE THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE SUBJECT TO INVESTIGATION
AND THAT ANY FALSE OR DISHONEST ANSWER TO ANY QUESTION MAY BE GROUNDS FOR DENIAL OR SUBSEQUENT REVOCATION OF REGISTRATION.

SIGNATURE OF RESIDENT AGENT

DAYTIME CONTACT NUMBER	[REDACTED]
MAILING ADDRESS	Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, VI 00802
PHYSICAL ADDRESS	Royal Palms Professional Building, 62-3A & 62-3B Estate Thomas, Suite 101, St. Thomas, VI 00802
EMAIL ADDRESS	[REDACTED]

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 26th day of October 2015 at
St. Thomas

Brett A. Geary
Notary Public NP-124-11
St. Thomas / St. John, USVI
My Commission Expires: December 21, 2015

Notary Public
12/21/2015
My Commission Expires

AFFIDAVIT RE NOT DOING BUSINESS

Jeffrey Epstein, being of lawful age and after having been duly sworn, states that:

1. I am the President and the sole beneficial owner of Poplar, Inc., a U.S. Virgin Islands corporation ("Poplar"), which is the sole member of Great St. Jim, LLC, a U.S. Virgin Islands limited liability company ("GSJ").
2. Since February 4, 2016, Poplar has been the sole member of GSJ, the Articles of Organization of which were filed with the Office of the Lieutenant Governor on October 26, 2015 and are attached hereto.
3. I hereby confirm that GSJ never did any business of any kind from the date of the filing of the Articles of Organization through the date of this Affidavit and I further state that GSJ has no intention of doing any business in the foreseeable future.
4. I hereby further confirm that GSJ did not do business and does not intend to do business because its sole purpose was and is to hold residential real estate, which is held solely for the personal use of myself as the beneficial owner of GSJ and Poplar and is not intended to be used for any type of business.
5. I hereby further confirm that GSJ will not do any business of any kind prior to applying for and obtaining a U.S. Virgin Islands Business License, a copy of which will be delivered to FirstBank (the "Bank").
6. I further confirm that so long as GSJ is not doing business, it will deliver to the Bank, annually upon request, a certification in the form of this Affidavit Re Not Doing Business to the effect that GSJ did not do business and does not intend to do business.
7. GSJ requires a bank account for the purpose of paying certain expenses required in connection with maintaining GSJ's continued legal existence in the U.S. Virgin Islands and GSJ's ownership of the real property that it owns, including the annual fee for the filing of GSJ's Annual Report and its annual real property taxes due on the such real property.
8. I have personal knowledge of the facts herein stated.

IN WITNESS WHEREOF the parties have signed Affidavit Re Not Doing Business this 8th day of August, 2016

SUBSCRIBED AND SWORN to me this 8th day of August, 2016

Notary Public

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ARTICLES OF ORGANIZATION
OF
GREAT ST. JIM, LLC

FIL

I, the undersigned natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Uniform Limited Liability Company Act, Chapter 15, Title 13, Virgin Islands Code ("Uniform Limited Liability Company Act"), do hereby adopt the following Articles of Organization for such limited liability company:

ARTICLE ONE
NAME, ADDRESS AND PRINCIPAL OFFICE

Name

1. The name of the limited liability company shall be Great St. Jim, LLC (the "Company").

Address

2. The physical address of the Company is Royal Palms Professional Building, 62-3A & 62-3B Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802. The mailing address of the Company is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802.

Principal Office

3. The principal office and permanent address for the transaction of business of the Company shall be the addresses stated in Paragraph 2 of these Articles as the physical and mailing address of the Company.

Resident Agent and Office

4. The physical address of the Company's initial designated office is Royal Palms Professional Building, 62-3A & 62-3B Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802.

The mailing address of the Company's initial designated office is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802.

The name of its initial resident agent at such address is Business Basics VI, LLC.

The business address of the resident agent and the address of the designated office are identical.

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ARTICLE TWO
PURPOSE

The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the Uniform Limited Liability Company Act and the other laws of the U.S. Virgin Islands.

The foregoing paragraph shall be construed as enumerating both objects and purposes of this Company, and it is hereby expressly provided that the foregoing numeration of specific purposes shall not be held to limit or restrict in any manner the purposes of this Company otherwise permitted by law.

ARTICLE THREE
DURATION AND CONTINUITY

The period of duration of this Company shall be perpetual. No member shall have the power to dissolve the Company by his or her independent act of any kind.

ARTICLE FOUR
ORGANIZER

The name and address of the organizer of this Company is:

Erika A. Kellerhals

Physical Address: Royal Palms Professional Building, 62-3A
& 62-3B Estate Thomas, Suite 101, St. Thomas, Virgin
Islands 00802

Mailing Address: Royal Palms Professional Building, 9053
Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802

ARTICLE FIVE
MANAGEMENT

The Company shall be manager managed. The initial manager of the Company is Erika A. Kellerhals. The physical address of the initial manager of the Company is Royal Palms Professional Building, 62-3A & 62-3B Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802. The mailing address of the initial manager of the Company is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, Virgin Islands 00802.

ARTICLE SIX
CAPITAL

The Company shall begin business with capital in the amount of One Thousand United States Dollars (US \$1,000.00).

ARTICLE SEVEN
LIMITATION OF LIABILITY

No manager of the Company shall be liable to the Company or its members for monetary damages for an act or an omission in such manager's capacity as a member, except for liability of a manager for (i) a breach of a manager's duty of loyalty to the Company or its members, (ii) an act or omission, not in good faith, that constitutes a breach of duty of a manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's position, or (iv) an act or omission for which the liability of a manager is expressly provided for by an applicable statute. If the Uniform Limited Liability Company Act or other applicable law is amended to authorize action further eliminating or limiting the liability of managers, then the liability of any manager of the Company shall be eliminated or limited to the fullest extent permitted by the Uniform Limited Liability Company Act or other applicable law, as so amended.

Any repeal or modification of the foregoing paragraph by the members shall not adversely affect any right or protection of any manager existing at the time of such repeal or modification.

ARTICLE EIGHT
MEMBER LIABILITY

No member of the Company shall be liable for the debts and obligations of the Company under Section 1303, Subsection (c) of the Uniform Limited Liability Company Act.

ARTICLE NINE
SEVERABILITY

If any phrase, clause, sentence, paragraph, or provision of these Articles of Organization is held to be void or illegal, then it shall not impair or affect the balance of these Articles, and the undersigned Organizer of the Company does hereby declare that she would have signed and executed the balance of these Articles without such void or illegal provisions.

[signature page follows]

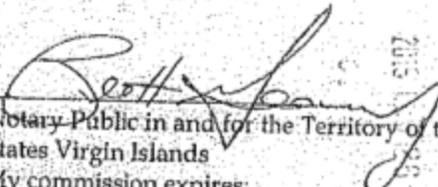
IN WITNESS WHEREOF, the undersigned person has hereunto set her hand as Organizer of the Company this 26th day of October, 2015.



Erika A. Kellerhals

IN THE TERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
UNITED STATES OF AMERICA)

BEFORE ME, the undersigned authority, on this 26th day of October, 2015, personally appeared Erika A. Kellerhals, who, being by me first duly sworn, declared that she is the person who signed the foregoing document as the Organizer of the Company and that the statements contained in these Articles of Organization are true.



Notary Public in and for the Territory of the United States Virgin Islands
My commission expires:

Brett A. Geary
Notary Public NP-124-11
St. Thomas / St. John, USVI
My Commission Expires: December 21, 2015

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated February 4, 2016, by and between Erika Kellerhals, having an address at 9100 Port of Sale Mall, Suite 15, St. Thomas, USVI 00802 ("Kellerhals"), and Poplar, Inc., having an address at 9100 Port of Sale Mall, Suite 15, St. Thomas, USVI 00802 (the "Assignee").

RECITALS:

A. Kellerhals is the sole Member of Great Saint Jim, L.L.C, a United States Virgin Islands limited liability company (the "Company"), holding 100% of the Membership Interests therein (the "Membership Interest").

B. The Company is governed by that certain Operating Agreement dated October 26, 2016 (the "Operating Agreement").

C. For good and valuable consideration, Kellerhals desires to assign to the Assignee all of Kellerhals' right, title and interest in and to Kellerhals' entire Membership Interest, including, without limitation, Kellerhals' rights to, and interest in, the capital of the Company, and Kellerhals' rights for periods commencing on and after the date hereof to distributions from the Company, as well as any and all of Kellerhals' duties and obligations in respect of Kellerhals' Membership Interest in the Company pursuant to the Operating Agreement (the "Assigned Interest").

D. Kellerhals and the Assignee intend that the Assignee be admitted to the Company as a substitute Member in Kellerhals' place with respect to the Assigned Interest.

E. The Assignee desires to accept such assignment, to assume all of Kellerhals' duties and obligations under the Operating Agreement with respect to the Assigned Interest, and to be admitted as a substitute Member of the Company with respect to the Assigned Interest.

F. Kellerhals is the only Member of the Company, and no other consent from any other person or entity is required for the Assignee to be admitted as a substitute Member of the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto do hereby agree as follows:

1. For Ten Dollars (\$10.00) and other good and valuable consideration Kellerhals hereby transfers and assigns to the Assignee all of Kellerhals' right, title and interest in and to the Assigned Interest, and designates the Assignee as a substitute Member in respect of the Assigned Interest. The parties intend that the Assignee be admitted as a substitute Member of the Company in Kellerhals' place with respect to the Assigned Interest. **KELLERHALS IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO THE ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE COMPANY EXCEPT THAT IMMEDIATELY PRIOR TO THE ASSIGNMENT HEREBY, KELLERHALS OWNS THE ASSIGNED INTEREST FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES, AND THAT THE ASSIGNED INTEREST REPRESENTS 100% OF THE MEMBERSHIP INTERESTS IN THE COMPANY.**

2. The Assignee hereby accepts the assignment and transfer of the Assigned Interest, accepts and agrees to be bound by all of the terms and provisions of the Operating Agreement in place of Kellerhals, and assumes and shall be subject to and perform when required all of the obligations of Kellerhals thereunder as a substitute Member of the Company, with respect to the Assigned Interest.

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3. The Assignee agrees to execute and deliver such other documents as may be reasonably necessary to effect the adoption of the Operating Agreement by the Assignee and the admission of the Assignee to the Company as a member in substitution for Kellerhals.

4. The Assignee hereby agrees to indemnify, defend and hold free and harmless Kellerhals and Kellerhals' employees, partners, representatives, consultants, contractors and agents against and from any loss, injury, liability, damage, claim, lien, cost or expense, including without limitation, attorneys' fees, disbursements and costs, arising directly from any action brought against Kellerhals or Kellerhals' employees, partners, representatives, consultants, contractors and agents arising from the Purchase and Sale Agreement dated January 8, 2016.

5. This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands, without regard to conflict of laws principles.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

KELLERHALS:



ERIKA A. KELLERHALS

ASSIGNEE:



POPLAR, INC.
By: Jeffrey Epstein, President

**OPERATING AGREEMENT
OF**

GREAT ST. JIM, LLC

A U.S. Virgin Islands Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of October 26, 2015, by Erika Kellerhals (hereinafter referred to as "Sole Member"), whose business address is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands, 00802, and who hereby forms Great St. Jim, LLC, a U.S. Virgin Islands Limited Liability Company (the "Company") pursuant to the U.S. Virgin Islands Uniform Limited Liability Company Act (the "Act") upon the following terms and conditions:

**SECTION I
ORGANIZATION & FORMATION**

A. Formation. The Company has been organized as a U.S. Virgin Islands Limited Liability Company under and pursuant to the U.S. Virgin Islands Limited Liability Company Act (the "Act") by the filing of Articles of Organization ("Articles") with the Office of the Lieutenant Governor, on October 26, 2015, as required by the Act.

B. Name. The name of the Company shall be "Great St. Jim, LLC". The Company upon proper notice and filing with the Office of the Lieutenant Governor of the U.S. Virgin Islands may conduct its business under one or more assumed names.

C. Purposes. The purpose of the Company is to operate any lawful business or purpose permitted by the law of the territory of the U.S. Virgin Islands. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

D. Duration. The Company shall continue in existence perpetually, beginning on the date of filing of the Articles, unless terminated by law or dissolved and terminated.

E. Principal Office and Resident Agent and Place of Business. The Resident Agent of the Company for service of process within the Territory of the U.S. Virgin Islands shall be: Business Basics VI, LLC. The physical address of the Resident Agent of the Company is Royal Palms Professional Building, 62-3A & 62-3B Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands 00802. The mailing address of the Resident Agent of the Company is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands 00802. The Principal Office of the Company is the same as the physical and mailing address of the Resident Agent of the Company or such other place or places as the Members may hereafter determine.

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SECTION II
CAPITAL STRUCTURE: MEMBERSHIP INTEREST AND
CONTRIBUTIONS/TRANSFER OF MEMBERSHIP INTEREST

A. Capital Contribution by the Sole Member; Initial Issuance. The Sole Member's ownership rights in the Company shall be reflected in "Membership Interest", as recorded in the Company's records. Upon the formation of the Company, the Sole Member shall make a capital contribution to the capital of the Company in the amount of cash, or of the property-in-kind, or both, set forth opposite the Sole Member's name on the Schedule of Capital Contributions attached hereto. The Company shall thereupon issue to the Sole Member that percentage and class of Interest so subscribed and contributed for. The Sole Member may make additional capital contributions at any time and in any amount that it may desire.

B. Transfer of Membership Interest. The Sole Member may transfer any or all of its Membership Interest to any person or persons, at any time and from time to time. Subject to the provisions of this Section, the Sole Member may assign its Membership Interest in the Company in whole or in part. The assignment of a Membership Interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become a member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Sole Member would otherwise be entitled to, and such assignee shall only become an assignee of a Membership Interest and not a substituted member. An assignee of a Membership Interest shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor only if all the members consent. If admitted, the substitute member, has to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of the members.

C. No Interest; No Return of Capital. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the Sole Member shall not be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof.

SECTION III
CAPITAL ACCOUNT

A. Capital Account. A capital account ("Capital Account") shall be maintained for the Sole Member, and any additional member in accordance with the provision of this Article.

1. Increases in Capital Account. The Capital Account of the members shall be increased by:

(a) The fair market value of the members' initial capital contribution and any additional capital contributions by the members to the Company. If any property, other than cash, is contributed to or distributed by the Company, the adjustments to Capital Accounts required by Treasury Regulation Section 1.704-1(b)(2)(iv)(d), (e), (f) and (g) and Section 1.704-1(b)(4)(I) shall be made.

- (b) The members' share of the increase in the tax basis of Company property, if any, arising out of the recapture of any tax credit.
- (c) Allocations to the members of Profit.
- (d) Company income or gain (including income and gain exempt from income taxation) as provided under this Agreement, or otherwise by Regulation Section 1.704-1(b)(2)(iv).
- (e) The amount of Company liabilities that are assumed by the members.

2. Decreases in Capital Account. The Capital Account of the members shall be decreased by:

- (a) The amount of money distributed to the members by the Company pursuant to any provision of this Agreement.
- (b) The fair market value of property distributed to the members by the Company (net of liabilities secured by such distributed property that such members are considered to assume or take subject to under Code Section 752).
- (c) Allocations to the members of Losses.
- (d) Allocations to the members of deductions, expenses, Nonrecourse Deductions and net losses allocated to it pursuant to this Agreement, and the members' share of Company expenditures which are neither deductible nor properly chargeable to Capital Accounts under Code Section 705(a)(2)(B) or are treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i). "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Section 1.704-2.
- (e) The amount of any liabilities of the members that are assumed by the Company.

SECTION IV **ALLOCATIONS AND DISTRIBUTIONS.**

A. Allocations. For purposes of maintaining the Sole Member's Capital Account, all of the Company's net profits, net losses, expenses and other items of income, gain, loss, and credit shall be allocated to the Sole Member. All items of Company taxable income, gain, loss, deduction, and credit recognized or allowable for Federal income tax purposes shall be allocated and credited or charged to the Sole Member.

B. Distributions. Net cash flow shall be distributed in the following priority,

1. First, to the Sole Member in repayment of any advance of funds to the Company as a lender, to the extent of and in proportion to such advances, including interest thereon, if any;

2. Additional distributions, if any will be made to the Sole Member, in such amounts and at such times as determined by the Sole Member.

C. Distribution upon Liquidation of the Company.

1. At the termination of the Company and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, the Company's assets will be distributed in cash to the Sole Member and any dissociated members whose interests have not been previously redeemed first, in discharge of their respective capital interests; and then, in proportion to the Membership Interest.

2. If the Company lacks sufficient assets to make the distributions described in the foregoing paragraph, the Company will make distributions in proportion to the amount of the respective capital interest of the Sole Member and any dissociated members whose interests have not been previously redeemed.

SECTION V
MANAGEMENT OF BUSINESS

A. In General. The Company shall be member-managed. The Sole Member shall manage the business and affairs of the Company and shall have full and complete authority, power and discretion to do all things necessary or convenient to manage, control and carry out 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.

B. Voting of Membership Interest. A percentage of Membership Interest is entitled to be voted only if it is owned by a member and each such percentage of Membership Interest shall be entitled to one vote. Neither an assignee nor a transferee may vote a Membership Interest unless such assignee or transferee is admitted as a member.

SECTION VI
EXCULPATION OF LIABILITY; INDEMNIFICATION

A. Exculpation of Liability. Unless otherwise provided by law or expressly assumed, the Sole Member shall not be personally liable for the acts, debts or liabilities of the Company.

B. Indemnification.

1. Except as otherwise provided in this Section, the Company shall indemnify the Sole Member and may indemnify any employee or agent of the Company who was or is a

party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a member, employee or agent of the Company against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful.

2. To the extent that any member, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

3. Any indemnification permitted under this Section, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any manager, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to the members in violation of this Agreement or the Act, or a knowing violation of law.

SECTION VII **LIQUIDATION**

The Company shall be dissolved, and shall terminate and wind up its affairs, upon the determination of the Sole Member to do so.

SECTION VIII **MISCELLANEOUS PROVISIONS**

A. Section Headings. The Section headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

B. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

C. Amendment. This Agreement may be amended or revoked at any time, in writing, with the consent of the Sole Member. No change or modification to this Agreement shall be valid unless in writing and signed by the Sole Member.

D. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

E. Governing Law. Regardless of the place where this Agreement may be executed by the Sole Member, the rights and obligations of the Sole Member, and any claims and disputes relating thereto, shall be subject to and governed by, and construed and enforced in accordance with the laws of the Territory of the U.S. Virgin Islands.

IN WITNESS WHEREOF, the Sole Member makes and executes this Operating Agreement on the day and year first written above.

WITNESSETH:

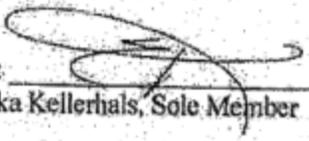
By: 
Erika Kellerhals, Sole Member

EXHIBIT A

MEMBER LISTING; CAPITAL CONTRIBUTIONS

Members	Capital Contributed	Percentage Interest
Erika Kellerhals	\$1,000.00	100%

Date:
ACCEPTED AND AGREED:

By: 
Erika Kellerhals, Sole Member



Together we are one.

Security Procedure and Indemnity Agreement For Telephone/Telex/Facsimile/Written Instructions For Company-Partnership-LLC-LLP- LLLP

- 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 Corporate Resolution or Partnership/LLC/LLP/LLLP Letter and Security Agreement 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 Breunan
Richard Kahn
Darren Indyke



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 Agreement (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:

Great St. Jim LLC
Company, Partnership, LLC, LLP, LLLP Name

Poplar, Inc.

By:

Jeffrey Epstein, President

Poplar, Inc., member, by Jeffrey Epstein
Name(s) and Title(s) President

NNNS-2566-0512

FirstBank Virgin Islands is a Division of FirstBank Puerto Rico

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ACTION BY THE WRITTEN CONSENT
OF THE SOLE MEMBER
OF GREAT ST. JIM, LLC

October 7, 2019

The undersigned, being the sole member of GREAT ST. JIM, LLC, a U.S. Virgin Islands limited liability company (the "Company"), does hereby state, adopt, and approve the following resolutions by this written consent in lieu of meeting, with full force and effect as if the same were adopted by an affirmative vote in a duly constituted meeting:

WHEREAS, Jeffrey E. Epstein, who was the sole member of the Company holding 100% of the Company's issued and outstanding Membership Units, passed away on August 10, 2019;

WHEREAS, ownership of 100% of the Membership Units of the Company has vested in the Estate of Jeffrey E. Epstein of which Darren K. Indyke and Richard D. Kahn are Co-Executors and which is the sole member of the Company;

WHEREAS, Article V of the Articles of Organization provides that the Company shall be manager-managed.

NOW, THEREFORE, BE IT:

RESOLVED, that Darren K. Indyke and Richard D. Kahn be, and each of them hereby is, appointed as Manager of the Company; and be it

AUTHORITY TO CONDUCT BUSINESS, MAINTAIN RECORDS, ETC.

RESOLVED, that the Managers of the Company be, and they hereby are, authorized and directed, in the name and on behalf of the Company, to make, execute and file any application as may be required by the laws of any Territory, State, or Country in which authority to transact business is sought, setting forth, among other things, the business that the Company proposes to do in any of such jurisdictions and designating an agent of the Company that may be served with process therein, as may be required by the laws of any of such jurisdictions, with such changes therein as the Manager executing the same shall in such Manager's absolute and sole discretion approve, the execution thereof by said Manager to be conclusive evidence of such approval; and be it further

RESOLVED, that the Managers of the Company be, and they hereby are, authorized and directed to procure all books of account and other materials and supplies necessary or appropriate in connection with maintaining the records and conducting the business of the Company, and to pay all expenses and to make full reimbursements for all expenditures made in connection with the Company; and be it further

AUTHORIZATION OF BANK ACCOUNT(S)

RESOLVED, that the Managers of the Company, acting together, are, and each of them hereby is, authorized and directed, in the name and on behalf of the Company, to make, execute, and file any paperwork as may be required by any banking institution with which the Company currently does business or maintains accounts in order to ensure that accounts are not restricted in any way, and may open any such additional accounts as the Managers deem necessary. All drafts, checks, and notes of the Company payable on said accounts shall be made in the name of the Company, and signed by any one or more of the Managers of the Company. Any form of resolution required by any bank or financial institution with which the Company does business in accordance with this Resolution and which is within the scope of the matters addressed or authority

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granted in this Resolution shall be deemed to have been approved by the Managers as if set forth in full herein. The Managers of the Company shall attach a copy of any such bank resolution to this consent; and be it further

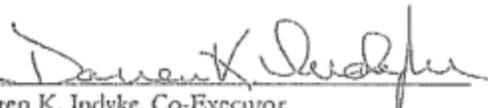
GENERAL RATIFICATION AND AUTHORIZATION

RESOLVED, that in addition to and without limiting the foregoing, the Managers of the Company be, and each of them hereby is, in the name and on behalf of the Company, authorized to take, or cause to be taken, such further action, to pay such fees and expenses, to make such filings or certifications, and to execute and deliver, or cause to be delivered, all such agreements, instruments and documents, in each case, as such Manager may deem necessary or appropriate in order to effect the purpose and to carry out the intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be), and any and all actions heretofore taken by the Managers, the employees, the agents, or the sole member of the Company in connection with the subject of the foregoing recitals and resolutions be, and each of them hereby is, ratified, confirmed and approved in all respects as the act and deed of the Company.

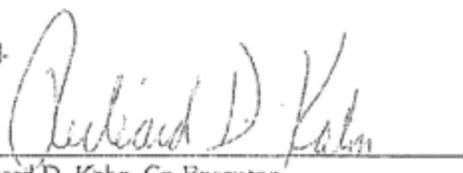
The actions taken by this Consent shall have the same force and effect as if taken at a meeting of the members of the Company duly called and constituted in accordance with the laws of the Territory of the U.S. Virgin Islands.

IN WITNESS WHEREOF, the undersigned has executed this Consent for the purpose of giving the consent thereto and approval thereof in accordance with the laws of the Territory of the U.S. Virgin Islands and in respect of the Company as of the date first set forth above.

ESTATE OF JEFFREY E. EPSTEIN

By: 
Darren K. Indyke, Co-Executor

-and-

By: 
Richard D. Kahn, Co-Executor



Government of
The United States Virgin Islands

-O-

Office of the Lieutenant Governor
Division of Corporations & Trademarks

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **GREAT ST. JIM, LLC** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below.

Entity Type: Domestic Limited Liability Company
Entity Status: Active/In Good Standing
Registration Date: 10/26/2015
Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of
the United States Virgin Islands, on this 18th day
of October, 2019.



Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

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