

Account Type: Commercial Checking	Account Number: [REDACTED]	Sign. Req. 1	Date: 5/4/12
Address: [REDACTED]			
Name: Nautilus, Inc.	EIN: [REDACTED]		
Name: Darren Indyke	SSN: [REDACTED]		
[Signature: Darren Indyke]	ID Type: [REDACTED]		
Name:	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]		

Account Type: Commercial Checking	Account Number: [REDACTED]	Sign. Req. 1	Date: 5/4/12
Address: [REDACTED]			
Name: Nautilus, Inc.	EIN: [REDACTED]		
Name: Jeffrey Epstein	SSN: [REDACTED]		
[Signature]	ID Type: [REDACTED]		
Name:	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]		

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SDNY\_GM\_00013475

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FirstBankPR000638

EFTA\_00124118

EFTA01269322

Existing Account Number: 01A

**1. Client Information**  
 Business or Entity name: Nautilus Inc. Employer Identification or Social Security Number: [REDACTED]  
 DBA Name (if applicable): \_\_\_\_\_ Social Security Number (if applicable): \_\_\_\_\_  
 Physical Address: [REDACTED] Mailing Address: 6100 Red Hook Quarter B3  
St. Thomas, USVI 00802  
 Business Phone: [REDACTED] Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Business/Entity Description**  
 Type of Business: Holding Comp. Not doing Bus. \_\_\_\_\_ NAICS: [REDACTED] Annual Sales: N/A  
 Date Established: 11/22/2011 Number of Employees: 0 Number of Offices: 1  
 DBA  Corporation  Nonprofit Corporation  Partnership  
 Government Agency  Unincorporated Association or Entity  Limited Liability Company  
 Other: \_\_\_\_\_

**3. Type Of Product**  
 Certificate of Deposit  Checking  Saving  Loan  Other, specify \_\_\_\_\_

**4. Account Purpose**  
 Payroll  Operational  Trust  Public Funds  ATM Machine  Escrow  Transfer Funds  
 Correspondal  Investment  Other: \_\_\_\_\_

**5. Expected Transactions**

		Monthly Transactions		
Credits	Transactions	<input type="checkbox"/> 1 - 10	<input checked="" 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 checked="" type="checkbox"/> ACH <input checked="" type="checkbox"/> Checks <input type="checkbox"/> POS
		<input checked="" type="checkbox"/> Electronic Transfers	<input type="checkbox"/> Other: _____	
Debits	Transactions	<input type="checkbox"/> 1 - 10	<input checked="" 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 checked="" type="checkbox"/> ACH <input checked="" type="checkbox"/> Checks <input type="checkbox"/> POS
		<input type="checkbox"/> Electronic Transfers	<input type="checkbox"/> Other: _____	

International Transactions - Wire Transfers N/A

Incoming Transfers		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	<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"/> \$1 or more	Transactions <input type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> \$1 or more	Transactions <input type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> \$1 or more	Transactions <input type="checkbox"/> 1 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> \$1 or more
Total Amount <input type="checkbox"/> \$1 - \$25,000 <input type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 or more	Total Amount <input type="checkbox"/> \$1 - \$25,000 <input type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 or more	Total Amount <input type="checkbox"/> \$1 - \$25,000 <input type="checkbox"/> \$25,001 - \$500,000 <input type="checkbox"/> \$500,001 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 _____	Countries _____	Countries _____	Countries _____

**6. Initial Deposit and Origin of Funds**  
 Initial Deposit: \$1,000.00 Origin of Funds: check  
 If the initial deposit is greater than \$500,000, indicate the source of wealth: \_\_\_\_\_

**7. Client Classification**  
 \* 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 D, E, or F is yes, then authorization from the Compliance Department- BSA Division is required.

Question	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"/>

**8. Verification System- For use only as Contingency Plan if CHEXSYSTEM was called**  
 Name of the Representative who attended your call: \_\_\_\_\_  
 Response to Employer Identification or Social Security: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Response on Industry Behavior: \_\_\_\_\_

**9. Account Opening Authorization**  
 Approved  Denied  
 Comments, if applicable: [Signature] [Signature] 1082 5/4/12  
 Name: \_\_\_\_\_ Officer Num. \_\_\_\_\_ Date \_\_\_\_\_

Interviewed By: Elizabeth Fergus [Signature] 05/04/12  
 Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NNNS-1307-1111

SDNY\_GM\_00013476

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FirstBankPR000639

EFTA\_00124119

EFTA01269323

Virgin Islands

1. Business Information

Account Title ("Depositor"): NAUTILUS, INC

Account Number

S.S./TIN/EIN

Physical Address: LITTLE ST JAMES ISLAND

Mailing Address: 6100 RED HOOK QTR B3

ST THOMAS, VI 00802-0000

ST THOMAS, VI 00802-0000

Business Telephone #

Business Fax #

Internet/Website Address:

Line of Business: Office Administrative Se

NAICS Code:

Date Established: 11/20/2011

Annual Sales: \$0.00

Nbr. of Offices/Branches: 1

Nbr. of Employees: 1

Property Status:  Own  Lease  Rented By:  Advertisement  Current Client  Other

Contact Person Name & Title: JEANNE BRENNAN-MANAGER

Contact Person Telephone #: (340)775-2525

2. Account Type

Sole Proprietorship  Partnership  Corporation  Non-Profit  LLP  LLC  Other COM

Commercial Checking  Arranged CD  Commercial Statement SV  Commercial Passbook Savings  
 Commercial DBA Checking  Arranged CD Offshore (BVI)  Commercial DBA Statement SV  Government Passbook Savings  
 Government Checking  Arranged CD 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 CONSULTANT

Personal Mailing Address: 6100 RED HOOK QTRS STE B3

Soc

Hor

Yes

YES  CHEXSYSTEMS, explain why: 10/10/2012  
SSN Response: Year: State: ID Response:  
 OFAC/PLC  BANK REFERENCE requested  Yes  No, explain why:  
Response:

Check here if there are additional signers on reverse side of the Client Information Sheet (KYC) Business Accounts.

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-8)

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: X Authorized Signature: Title: (Secretary/Treasurer/Cashier)

5. Initial Deposit

Type: CHECKS

Amount: \$1,000.00

If the initial deposit is over \$100,000 please document source of funds by a copy of W-2/1099 (R) or other documentation.

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: \$0 - \$1000  
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: \$0 - \$1000  
Type:  Cash  Checks  Account Transfers  Wire Transfers  POS  
 Payroll  Direct Deposit  Manager's Checks/Money Orders  ACH  Other CASH

7. Related Accounts (List existing FirstBank and other financial institution bank accounts. If no existing financial institution relationships list prior accounts.)

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

NA227E1 5/2/08 1.95  
FirstBank Virgin Islands is a Division of FirstBank Puerto Rico  
NNNS-2370-0606R

SDNY\_GM\_00013477

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

Authorized Signer Name: DARREN INDYKE

Corporate Title: \_\_\_\_\_

Physical (Home) Address: 2 KEAN CT

Occupation: ATTORNEY

Personal Mailing Address: 2 KEAN CT

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: \_\_\_\_\_  
Work Occupation: \_\_\_\_\_ Photo Identification Type & Number: \_\_\_\_\_ Identification Expiration Date: \_\_\_\_\_

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: \_\_\_\_\_  
Work Occupation: \_\_\_\_\_ Photo Identification Type & Number: \_\_\_\_\_ Identification Expiration Date: \_\_\_\_\_

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: \_\_\_\_\_  
Work Occupation: \_\_\_\_\_ Photo Identification Type & Number: \_\_\_\_\_ Identification Expiration Date: \_\_\_\_\_

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

OFAC/PLC  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: \_\_\_\_\_

### 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)  
*Nauticus Inc*

Business name/disregarded entity name, if different from above

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

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

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

List account number

Requester's name and address (optional)

**Part I Tax**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

Taxpayer Identification Number								

Social security number

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**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 ▶ *4/30/12*

**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.

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NOTICE 2012-0001  
[REDACTED]

[REDACTED]

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

[REDACTED] or applying for an Employer Identification Number (EIN). We assigned you this EIN will identify you, your business accounts, tax returns, and accounts, 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.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

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SDNY\_GM\_00013480

**Business Verification Results for Nautilus, Inc**

**RESULTS SUMMARY**

OFAC CHECK: PASSED  
IDV RESPONSE: NO MATCHING RECORDS FOUND FOR ENTITY

**Override Comments:**

On 05/04/12 at 02:59:02 Madelin Colon Added: Cleared - Other (type in reason)The Artlcie of Incorporation and By Laws in addition the SS-4 date 12/19/2011 was submitted from the client.

**INPUT DATA**

EIN: [REDACTED]  
Name: Nautilus, Inc  
Address: Little St James Island St Thomas VI 00802  
Phone:  
Account number:

**Account Status:** OPENED

[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).

<https://production.penleyinc.com/penley/secure/VBEReportDetail.do?mode=print&oid=107...> 5/4/2012

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SDNY\_GM\_00013481

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FirstBankPR000644

EFTA\_00124124

EFTA01269328

**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).

**Business Information Response**

**Business Information (As Entered)**

Nautilus Inc  
Fed Tax ID [REDACTED]  
Little St James Island  
St Thomas, VI 00802

<b>Non FCRA</b>
<b>Identification Information</b>
Federal Tax Id & Business Name Match : No

**ChexSystems® History**

No Closures Found  
No Purchased Debt Found  
No Previous Inquiries Found

Inquirer ID [REDACTED]

**Reference Detail**

Transaction Tracking ID: [REDACTED]

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<https://production.penleyinc.com/penley/secure/chexSystemsBusinessReport.do?reportType...> 5/4/2012

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SDNY\_GM\_00013482

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FirstBankPR000645

EFTA\_00124125

EFTA01269329



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

**1. Authorized Signer**

Name: Jeffrey [redacted] Initial: [redacted] Last Name: Epstein  
 Date of Birth: [redacted] Place of Birth: NY Social Security: [redacted]  
 Citizenship: U.S. Home Phone: [redacted] Other: [redacted]  
 Physical Address: Little Saint James Island 6100 Red Hook Quarters B3  
 St. Thomas, VI 00802 St. Thomas, VI 00802

Place of Employment: Financial Trust Company Employment Address: 6100 Red Hook Quarters B3  
 Occupation: Financial Consultant St. Thomas, VI 00802  
 Work Phone: [redacted]  
 Email: [redacted]  
 Relation to Account: [redacted]

ID	Type	Number	Country	Expiration (MM/DD/YYYY)
1st	Passport	[redacted]		
2nd	Drivers License	[redacted]		

**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.*

A. Indicate whether the client is a nonresident alien: (NAICS #100000)	Yes	No
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Indicate whether the client is a resident alien: (NAICS #200000)	Yes	No
_____	<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)	Yes	No
_____	<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

Name: Madeline [redacted] Signature: [redacted] Officer No.: 1082 Date: 5/14/12

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

Interviewed by: Elizabeth Ferguson Name: Elizabeth Ferguson Signature: [redacted] Date: 05/14/12

NNNS-1306-1111

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SDNY\_GM\_00013483

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FirstBankPR000646

EFTA\_00124126

EFTA01269330

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

Existing Account Number  
7321000005

Account Number which is attached to the Signer

7211096783

1. Authorized Signer Information

Name: Darren Initial: Last Name: indyke

Da [Redacted]  
City [Redacted]  
Phy [Redacted]

Residing Address:

Same

Place of Employment: Darren K. Indyke, PLLC

Employment Address:

Occupation: Attorney

Work Phone: [Redacted]

Email: [Redacted]

Relation Account Title: Secretary

ID	Type	Number	Country	Expiration #01000000
1st	DL	[Redacted]		
2nd	SSN#	[Redacted]		

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.

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
| A. Indicate whether the client is a nonresident alien: (NAICS #100000)   | Yes                      | No                                  |
| _____  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Indicate whether the client is a resident alien: (NAICS #200000)  | Yes                      | No                                  |
| _____  | <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) | Yes                      | No                                  |
| _____  | <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

Madeline Colon  
Name

[Signature]  
Signature

1082  
Officer No.

5/4/12  
Date

Comments, if applicable:

Interviewed by: Elizabeth Ferguson  
Name

[Signature]  
Signature

05/04/12  
Date

Corp No. 581975

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

**To All To Whom These Presents Shall Come:**

I, the undersigned, LIEUTENANT GOVERNOR, DO hereby certifies that

**NAUTILUS, INC.**

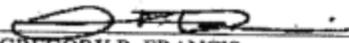
**Business Corporation**

of the Virgin Islands filed in my office on November 22, 2011 as provided for by law, Articles of Incorporation, duly acknowledged.

WHEREFORE the persons named in said Articles, and who have signed the same, and their successors, are hereby declared to be from the late aforesaid, a Business Corporation by the name and for the purposes set forth in said Articles, with the right of succession as therein stated.



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 December, 2011.

  
GREGORY R. FRANCIS  
Lieutenant Governor of the Virgin Islands

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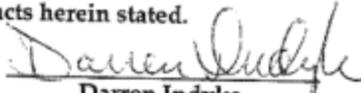
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AFFIDAVIT RE NOT DOING BUSINESS

I, Darren Indyke, being of lawful age and after having been duly sworn, state that:

1. I am, and have been from the date of the filing of the Articles of Incorporation, a copy of which is attached hereto, the Secretary of Nautilus, Inc. ("the Company").
2. I hereby confirm that the Company never did any business of any kind from the date of the filing of the Articles of Incorporation through the date of this statement and further state that the Company has no intention of doing any business in the foreseeable future.
3. I hereby further confirm that the Company was formed solely for the purpose of holding certain real estate, and it is not intended to be used for any type of business.
4. 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.
5. The Company requires a bank account for the purpose of corporate expenses.
6. I have personal knowledge of the facts herein stated.

  
Darren Indyke

IN WITNESS WHEREOF the parties have signed and sealed this agreement this 18<sup>th</sup> day of April, 2012

SUBSCRIBED AND SWORN to me this 18 day of Apr, 2012

  
Notary Public

HARRY I. BELLER  
Notary Public, State of New York  
No. 01BE4853924  
Qualified in Rockland County  
Commission Expires Feb. 17, 2014

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**ARTICLES OF INCORPORATION  
OF  
NAUTILUS, INC.**

We, the undersigned, for the purposes of associating to establish a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the Virgin Islands of the United States (hereinafter called the "Virgin Islands"), and particularly the General Corporation Law of the Virgin Islands (Chapter 1, Title 13, Virgin Islands Code), as the same may be amended from time to time, do make and file these Articles of Incorporation in writing and do certify:

**ARTICLE I**

The name of the Corporation (hereinafter referred to as the "Corporation") is **Nautilus, Inc.**

**ARTICLE II**

The principal office of the Corporation in the Virgin Islands is located at 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands, 00802 and the name of the resident agent of the Corporation is Kellerhals Ferguson LLP, whose mailing address is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands 00802, and whose physical address is 9100 Havensight, Port of Sale, Suite 15-16, St. Thomas, U.S. Virgin Islands.

**ARTICLE III**

Without limiting in any manner the scope and generality of the allowable functions of the Corporation, it is hereby provided that the Corporation shall have the following purposes, objects and powers:

- (1) To engage in any lawful business in the United States Virgin Islands.
- (2) To enter into and carry out any contracts for or in relation to the foregoing business with any person, firm, association, corporation, or government or governmental agency.
- (3) To conduct its business in the United States Virgin Islands and to have offices within the United States Virgin Islands.
- (4) To borrow or raise money to any amount permitted by law by the sale or issuance of obligations of any kind, to guarantee loans, other types of indebtedness and financing obligations, and to secure the foregoing by mortgages or other liens upon any and all of the property of every kind of the Corporation.
- (5) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the exercise of any of the powers herein set forth, either alone or in connection with other firms, individuals, associations or corporations in the Virgin Islands and elsewhere in the United States and foreign countries, and to do any other acts or things incidental or appurtenant to or growing out of or connected with the said business, purposes, objects and powers of any part thereof not inconsistent with the laws of the Virgin Islands, and to exercise any and all powers now or hereafter conferred by law on business corporations whether expressly enumerated herein or not.

The purposes, objects and powers specified in this Article shall not be limited or restricted by reference to the terms of any other subdivision or of any other article of these Articles of Incorporation.

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ARTICLE IV

The total number of shares of all classes of stock that the Corporation is authorized to issue is Ten Thousand (10,000) shares of common stock at \$.01 par value; no preferred stock authorized.

The minimum amount of capital with which the Corporation will commence business is One Thousand Dollars (\$1,000).

ARTICLE V

The names and places of residence of each of the persons forming the Corporation are as follows:

NAME

RESIDENCE

Erika A. Kellerhals  
Gregory J. Ferguson  
Brett Geary



ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

For the management of the business and for the conduct of the affairs of the Corporation, and in further creation, definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided:

- (1) The number of directors of the Corporation shall be fixed by, or in the manner provided in, the by-laws, but in no case shall the number be fewer than three (3). The directors need not be stockholders.
- (2) In furtherance and not in limitation of the powers conferred by the laws of the Virgin Islands, and subject at all times to the provisions thereof, the Board of Directors is expressly authorized and empowered:
  - (a) To make, adopt and amend the by-laws of the Corporation, subject to the powers of the stockholders to alter, repeal or modify the by-laws adopted by the Board of Directors.
  - (b) To authorize and issue obligations of the Corporation, secured and unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors in its sole discretion may determine, and to authorize the mortgaging or pledging of, and to authorize and cause to be executed mortgages and liens upon any property of the Corporation, real or personal, including after acquired property.
  - (c) To determine whether any and, if any, what part of the net profits of the Corporation or of its net assets in excess of its capital shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition thereof.

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- (d) To set apart a reserve or reserves, and to abolish such reserve or reserves, or to make such other provisions, if any, as the Board of Directors may deem necessary or advisable for working capital, for additions, improvements and betterments to plant and equipment, for expansion of the business of the Corporation (including the acquisition of real and personal property for this purpose) and for any other purpose of the Corporation.
- (e) To establish bonus, profit-sharing, pension, thrift and other types of incentive, compensation or retirement plans for the officers and employees (including officers and employees who are also directors) of the Corporation, and to fix the amount of profits to be distributed or shared or contributed and the amounts of the Corporation's funds or otherwise to be devoted thereto, and to determine the persons to participate in any such plans and the amounts of their respective participations.
- (f) To issue or grant options for the purchase of shares of stock of the Corporation to officers and employees (including officers and employees who are also directors) of the Corporation and on such terms and conditions as the Board of Directors may from time to time determine.
- (g) To enter into contracts for the management of the business of the Corporation for terms not exceeding five (5) years.
- (h) To exercise all the powers of the Corporation, except such as are conferred by law, or by these Articles of Incorporation or by the by-laws of the Corporation upon the stockholders.
- (i) To issue such classes of stock and series within any class of stock with such value and voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof as is stated in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors and duly filed with the office of the Lt. Governor of the Virgin Islands in accordance with Sections 91 and 97, Chapter 13, Virgin Islands Code, as the same may be amended from time to time.

#### ARTICLE VIII

No stockholder shall sell, convey, assign or otherwise transfer any of his or her shares of stock without first offering the same to the Corporation at the lowest price at which the stockholder is willing to dispose of the same; and the Corporation shall have thirty (30) days within which to accept same; the Corporation shall notify the stockholder of its election in writing. If accepted by the Corporation, the stockholder shall promptly assign the shares of stock to the Corporation, and the Corporation shall promptly pay therefor. If the Corporation rejects the offer, then the stockholder shall offer the stock to the remaining stockholders under the same terms as offered to the Corporation; and the remaining stockholders shall have thirty (30) days within which to collectively or individually accept the same in writing. If the remaining stockholders reject the offer, then the stockholder shall have the right to sell the stock at the same or a greater price than that at which it was offered to the Corporation. If the stockholder shall desire to sell the stock at a lesser price than that originally quoted to the Corporation, the stockholder must then repeat the process of offering the stock for sale to the Corporation and the stockholders in turn. Shares of stock in this Corporation shall not be transferred or sold until the sale or transfer has been reported to the Board of Directors and approved by them.

No stockholder shall pledge as collateral for indebtedness any shares of stock without first obtaining the written consent of a majority of the disinterested members of the Board of Directors of the Corporation.

#### ARTICLE IX

At all elections of directors, each stockholder shall be entitled to as many votes as shall equal the number of votes that (except for such provision as to cumulative voting) the stockholder would be entitled to cast for the election of directors with respect to his or her shares of stock multiplied by the number of directors to be elected. The stockholder may cast all votes for a single director or distribute them among any two or more of them as he or she may see fit. At least ten (10) days notice shall be given, however the shareholders are entitled to waive notice of the meeting as provided by law. Furthermore, the meeting and vote of stockholders may be dispensed with, if all of the stockholders who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.

#### ARTICLE X

Subject to the provisions of Section 71, Title 13, Virgin Islands Code, the Corporation may enter into contracts or otherwise transact business with one or more of its directors or officers, or with any firm or association of which one or more of its directors or officers are members or employees, or with any other corporation or association of which one or more of its directors or officers are stockholders, directors, officers, or employees, and no such contract or transaction shall be invalidated or in any way affected by the fact that such director or directors or officer or officers have or may have interests therein that are or might be adverse to the interests of the Corporation even though the vote of the director or directors having such adverse interest is necessary to obligate the Corporation on such contract or transaction, provided that in any such case the fact of such interest shall be disclosed or known to the directors or stockholders acting on or in reference to such contract or transaction. No director or directors or officer or officers having such disclosed or known adverse interest shall be liable to the Corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such director or directors or officer or officers be accountable for any gains or profits realized thereon. The provisions of this Article shall not be construed to invalidate or in any way affect any contract or transaction that would otherwise be valid under law.

#### ARTICLE XI

- (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if:
- (1) he or she acted
    - (A) in good faith and
    - (B) in a manner reasonably believed to be in or not opposed to the best interests of the Corporation; and
  - (2) with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her 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 the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- (b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the officer, employee, or agent of the Corporation, or is or was serving at the request of the venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted:
- (1) in good faith; and
  - (2) in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

However, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit is brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

- (c) To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subparagraphs (a) and (b), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.
- (d) Any indemnification under subparagraphs (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that he or she had met the applicable standard of conduct set forth in subparagraphs (a) and (b). Such determination shall be made:
- (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or
  - (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
  - (3) by the stockholders.
- (e) Expenses incurred in defeating a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amounts unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this article.
- (f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a

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director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

- (g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

**ARTICLE XII**

The Corporation reserves the right to amend, alter or repeal any of the provisions of these Articles of Incorporation and to add or insert other provisions authorized by the laws of the Virgin Islands in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the Board of Directors and the stockholders by these Articles of Incorporation are granted subject to the provisions of this Article.

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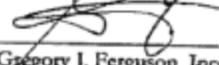
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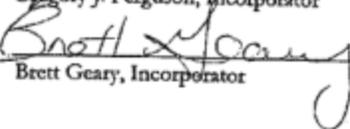
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IN WITNESS WHEREOF, we have hereunto subscribed our names this 21st day of November, 2011.

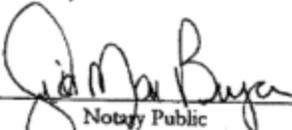
  
\_\_\_\_\_  
Erika A. Kellerhals, Incorporator

  
\_\_\_\_\_  
Gregory J. Ferguson, Incorporator

  
\_\_\_\_\_  
Brett Geary, Incorporator

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS AND ST. JOHN )

The foregoing instrument was acknowledged before me this 21st day of November, 2011, by Erika A. Kellerhals, Gregory J. Ferguson, and Brett Geary.

  
\_\_\_\_\_  
Notary Public

GINA MARIE BRYAN  
NOTARY PUBLIC NP 069-09  
COMMISSION EXPIRES 09/28/2013  
ST. THOMAS/ST. JOHN, USVI

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ST. THOMAS, VI

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DATE STAMPED  
COPY

Consent of Agent for Service of Process

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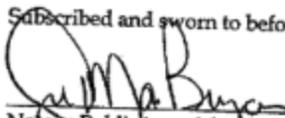
This writing witnesseth that the undersigned *Kellerhals Ferguson LLP* having been designated by *Nautilus, Inc.*, as agent of the said company upon whom service of process may be made in all suits arising against the said company in the Courts of the Virgin Islands, do hereby consent to act as such agent and that service of process may be made upon me in accordance with Title 13 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 21<sup>st</sup> day of November, 2011.

Kellerhals Ferguson LLP

  
Erika A Kellerhals, Partner

Subscribed and sworn to before me this 21<sup>st</sup> day of ~~October~~ <sup>November</sup>, 2011.



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

GINA MARIE BRYAN  
NOTARY PUBLIC NP 069-09  
COMMISSION EXPIRES 09/28/2013  
ST. THOMAS/ST. JOHN, USVI

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**BYLAWS  
OF  
NAUTILUS, INC.**

**ARTICLE I - OFFICES**

The principal office of Nautilus, Inc. (the "Corporation") in the U.S. Virgin Islands shall be located and maintained in St. Thomas, U.S. Virgin Islands, as designated in the Articles of Incorporation or at such location in the U.S. Virgin Islands as may be changed from time to time at the discretion of the Board of Directors. The Corporation may also maintain an additional office or offices at such other places within the U.S. Virgin Islands as the Board of Directors may, from time to time, designate.

**ARTICLE II - MEETING OF SHAREHOLDERS**

**Section 1 – Annual Meetings:**

The annual meeting of the shareholders of the Corporation shall be held each year on the third Wednesday in December, or on such other date as shall be specified in the notice or executed waiver of notice thereof and agreed to by the shareholders, for the purpose of electing directors and transacting such other business as may properly come before the meeting. A complete list of all shareholders entitled to vote at annual shareholders meetings shall be prepared by the Secretary and made available for inspection at said meetings.

**Section 2 – Special Meetings:**

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of a majority of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of Title 13 of the Virgin Islands Code, Sections 1-453, as they may be from time to time amended.

**Section 3 – Place of Meetings:**

All meetings of shareholders shall be held in the U.S. Virgin Islands at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings and may be held telephonically.

**Section 4 – Notice of Meetings:**

(a) Except as otherwise provided by Statute, written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten (10) or more than fifty (50) days before the meeting, upon each shareholder of record entitled to vote at such meeting, or the shareholder's designated agent, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the applicable provisions of Virgin Islands Code, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at the shareholder's address, as it appears on the records of the shareholders of the Corporation, unless he or she shall have previously filed with the Secretary of the Corporation a written request that notices intended for the shareholder be mailed to the shareholders' agent

and/or some other address, in which case, it shall be mailed to the person and address designated in such request.

- (b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.
- (c) Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, by any section of this chapter, the meeting and vote of stockholders may be dispensed with, if all of the stockholders who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.
- (d) Whenever any notice whatever is required to be given under the provisions of this chapter, or under the provisions of the articles of incorporation or bylaws of any corporation organized under the provisions of this chapter, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated in said notice, shall be deemed equivalent thereto.

**Section 5 - Quorum:**

Except as otherwise provided herein, or by the applicable provisions of the Virgin Islands Code, or in the Articles of Incorporation (such Articles and any amendments thereof being herein collectively referred to as the "Articles") at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of any number of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

**Section 6 - Voting:**

- (a) Except as otherwise provided by applicable provision of the Virgin Islands Code or by the Articles of Incorporation, any corporate action to be taken by vote of the shareholders shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.
- (b) Except as otherwise provided by applicable provision of the Virgin Islands Code or by the Articles of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat shall be entitled to one vote for each share of stock registered in his or her name on the books of the Corporation.
- (c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder or the shareholder's attorney in fact thereunto duly authorized in writing. No proxy shall be valid after expiration of eleven (11) months from the date of its execution, unless the person executing same directs in said proxy that it shall continue in force for a longer period of time. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.
- (d) Shares registered in the name of another corporation, if entitled to be voted, may be voted by the President or a proxy appointed by the President of such other corporation, unless some other person has been appointed to vote such shares pursuant to a by-law or a resolution of the board of directors of such

other corporation, in which case such person may vote such shares. Any fiduciary may vote shares registered in the name of such corporation as such fiduciary, either in person or by proxy.

(e) Any resolution in writing, signed by all the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders of such resolution so signed and shall be inserted in the Minute Book of the Corporation under its proper date.

### **ARTICLE III - BOARD OF DIRECTORS**

#### **Section 1 – Number, Qualification, Election and Term of Office:**

(a) The number of Directors of the Corporation shall be three (3) unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall in no event be less than three (3).

(b) Except as may otherwise be provided herein or in the Articles, the members of the Board of Directors of the corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares, present in person or by proxy, entitled to vote in the election.

(c) Each Director shall hold office until the annual meeting of the shareholders next succeeding his or her election, and until his or her successor is elected and qualified, or until his or her prior death, resignation or removal.

#### **Section 2 – Duties and Powers:**

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Articles or by applicable provisions of the Virgin Islands Code expressly conferred upon or reserved to the shareholders.

#### **Section 3 – Annual and Regular Meetings; Notices:**

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at a place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each Director who shall not have been present at the meeting at which such action was taken within the time limit, and in the manner set forth in paragraph (b), Section 4 of this Article III, with respect to the special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

#### **Section 4 – Special Meetings; Notices:**

(a) Special meetings of the Board of Directors shall be called by the President or by one of the Directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by the applicable provisions of the Virgin Islands Code, notice of special meetings shall be mailed directly to each Director, addressed to the Director at his or her residence or usual place of business, at least three (3) days before the day on which the meeting is to be held, or shall be sent to the Director at such place by facsimile or email, or shall be delivered to him or her personally or given to him or her orally, not later than twenty-four (24) hours before the time at which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting the lack of notice to the Director prior thereto or at its commencement, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

(d) Unless otherwise restricted by the articles of incorporation or bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board, or committee.

#### Section 5 – Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or if the Chairman shall be absent, then the President shall preside, and in the President's absence, a Chairman chosen by the Directors shall preside.

#### Section 6 – Quorum and Adjournments:

(a) At all meetings of the Board of Directors the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles, or by these Bylaws.

(b) A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

#### Section 7 – Manner of Acting:

(a) At all meetings of the Board of Directors, each Director present shall have one vote, irrespective of the number of shares of stock, if any, which the Director may hold.

(b) Except as otherwise provided by applicable provisions of the Virgin Islands Code, by the Articles, or by these Bylaws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof, which action is authorized, in writing, by all of the Directors entitled to vote thereon and filed with the Minutes of the proceedings of the Board or the committee shall be the act of the Board of Directors or the committee, as the case may be, with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board or the committee.

#### Section 8 – Vacancies:

Any vacancy in the Board of Directors occurring by reason of any increase in the number of Directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a Director by the shareholder(s) shall be filled by the shareholder(s) at the meeting at which the removal was effected) or inability to

act of any Director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors present, though less than a quorum, at any regular meeting or special meeting of the Board of Directors.

**Section 9 – Resignation:**

Any Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 10 – Removal:**

Any Director may be removed with or without cause at any time by the affirmative vote of shareholder(s) holding of record in the aggregate at least a majority of the outstanding shares of the Corporation at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

**Section 11 – Salary:**

No stated salary shall be paid to Directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 12 – Contracts:**

(a) No contract or other transaction between this Corporation and any other corporation shall be impaired, affected or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any Director, personally or individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise applicable) thereto.

**Section 13 – Committees:**

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they may deem desirable, each consisting of two (2) or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

## ARTICLE IV - OFFICERS

### Section 1 - Number, Qualification, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, Secretary, Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more additional Vice-Presidents, Assistant Treasurers or Assistant Secretaries, as the Board of Directors may from time to time deem advisable. However, the Company is not required to have officers other than the President, Secretary and Treasurer. The President of the Corporation shall be and any other officer may be, a Director of the Corporation. Any two offices (but not more than two) other than the offices of Chairman of the Board or President and Secretary or Assistant Secretary may be held by the same person.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders. The salaries of all officers shall be fixed by the Board of Directors.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.

### Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

### Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by a majority vote of the Board of Directors at any time.

### Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

### Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be set forth in these Bylaws, or may from time to time be specifically conferred or imposed by the Board of Directors.

(a) The President shall be the chief executive officer of the Corporation.

(b) The Vice-President, if any, shall perform the duties as required by the President or the Board of Directors. During any absence or incapacity of the President, the Vice-President shall be the acting chief executive officer of the Corporation, assuming the duties of the President until the President's resumption of same or until otherwise directed by the Board of Directors.

(c) The Treasurer shall have the custody of all books of account and the funds and securities of the Corporation. He shall disburse the funds of the Corporation in payment of just demands against the proper vouchers for such disbursements. He or she shall render an annual report to the Board of Directors for the benefit of shareholders concerning the finances of the Corporation. The Treasurer shall perform such other duties as are incidental to his or her office and such as are required by the President or the Board of Directors. The Treasurer shall hold office at the pleasure of the Board.

(d) The Secretary shall have custody of the seal of the Corporation; shall conduct such correspondence on behalf of the Corporation as shall be required by the President; and shall discharge such additional duties from time to time as may be required by the President or the Board of Directors. The Secretary shall issue all notices required for the holding of meetings of the Board of Directors and of shareholders; shall keep minutes of all meetings of shareholders; shall perform such additional duties as are incidental to the Secretary's office; and shall hold office at the pleasure of the Board.

(e) The Assistant Secretaries and the Assistant Treasurers, if any, in general, shall perform such duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or the Board of Directors.

#### **Section 6 – Sureties and Bonds:**

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his or her duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his or her hands.

#### **Section 7 – Shares of Other Corporations:**

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President or such other person as the Board of Directors may authorize.

#### **Section 8 – Compensation of Officers:**

The officers shall receive such salary or compensation as may be fixed and determined by the Board of Directors. Any payments made to an officer of the Corporation such as a salary, commission, bonus, interest, or rent, or entertainment expense incurred by him or her, which shall be disallowed in whole or in part as a deductible expense pursuant to the Internal Revenue Code of 1986, as amended, as applicable to the U.S. Virgin Islands, shall be reimbursed by such officer of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from future compensation payments until the amount owed to the Corporation has been recovered.

### **ARTICLE V - SHARES OF STOCK**

#### **Section 1 – Certificates of Stock:**

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President, and

(ii) the Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, and shall bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) To the extent permitted by law, the Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

#### Section 2 – Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claim, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

#### Section 3 – Transfer of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of the record thereof, in person or by his or her duly authorized attorney, upon surrender of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

(c) No shareholder shall sell, convey, assign or otherwise transfer any of his or her shares of stock without first offering the same to the Corporation at the lowest price at which the shareholder is willing to dispose of the same; and the Corporation shall have thirty (30) days within which to accept same; the Corporation shall notify the shareholder of its election in writing. If accepted by the Corporation, the shareholder shall promptly assign the shares of stock to the Corporation, and the Corporation shall promptly pay therefor. If the Corporation rejects the offer, then the shareholder shall offer the stock to the remaining shareholders under the same terms as offered to the Corporation, and the remaining shareholders shall have thirty (30) days within which to collectively or individually accept same in writing. If the remaining shareholders reject the offer, then the shareholder shall have the right to sell the stock at the same or greater price than that at which it was offered to the Corporation. If the shareholder shall desire to sell the stock at a lesser price than that originally quoted to the Corporation, the shareholder must then repeat the process of offering same for

sale to the Corporation and the shareholders in turn. In no event shall the shareholder sell his or her stock at a lesser price than that at which he or she offered the same to the Corporation. Shares of stock in this Corporation shall not be transferred or sold until the sale or transfer shall have been reported to the Board of Directors and approved by them.

No shareholder shall pledge as collateral for indebtedness any of his or her shares of stock without first obtaining the written consent of a majority of the disinterested members of the Board of Directors of the Corporation.

**Section 4 - Record Date:**

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty (50) days, nor fewer than (10) days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining the shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, except that the record date for determining the eligibility of shares to be voted on at any election for directors, shall be no fewer than 20 days next preceding such election of directors; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof unless the Directors fix a new record date for the adjourned meeting.

**ARTICLE VI - DIVIDENDS**

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

**ARTICLE VII - FISCAL YEAR**

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

**ARTICLE VIII - CORPORATE SEAL**

**Section 1 - Seal:**

The Corporate seal shall be in such form as shall be approved from time to time by the Board of Directors. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

**Section 2 - Affixing Seal:**

Whenever the Corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to impress, affix or reproduce a facsimile thereof adjacent to the signature of the authorized officer.

## ARTICLE IX - AMENDMENTS

### Section 1 - By Shareholders:

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made, by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares entitled to vote in the election of Directors at any annual or special meeting of shareholders, provided that the notice or waiver of notice of such meeting shall have summarized or set forth in full therein the proposed amendment.

### Section 2 - By Directors:

The Board of Directors shall have power to make, adopt or amend Bylaws of the Corporation, except that the Board of Directors shall have no power effectively to change the quorum for meetings of shareholders or of the Board of Directors, or to effectively change any provisions of the Bylaws with respect to the removal of directors or the filling of vacancies in the Board resulting from removal by the shareholders; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal Bylaws made by the Board of Directors by a majority vote of the shareholders. If any Bylaw regulating an impending election of Directors is adopted by the Board of Directors, that effectively amends or repeals a regulation concerning the method, notice, quorum necessary or otherwise substantially affecting the means for conducting an impending election of the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors, the Bylaw so made and adopted together with a concise statement of the changes made.

## ARTICLE X - INDEMNITY

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her 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 the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Any indemnification under the foregoing provisions shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of a director, officer, employee or agent is proper in the circumstances because he or she had met the applicable standard of conduct set forth above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceedings, or if such a quorum is not obtainable, or even if obtainable and the quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by the shareholders.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such

amounts unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as herein authorized.

The indemnification herein provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

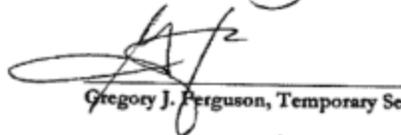
The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions above set forth.

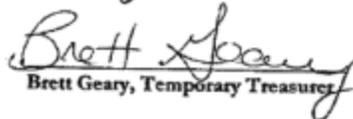
For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a Director, Officer, Employee or Agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

The amount of indemnity to which any officer or Director may be entitled shall be fixed by the Board of Directors, except that in any case where there is no disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the American Arbitration Association.

Adopted this 21<sup>st</sup> day of November, 2011 at the meeting of the Incorporators.

  
Erika A. Kellerhals, Temporary Chairman

  
Gregory J. Ferguson, Temporary Secretary

  
Brett Geary, Temporary Treasurer



Virgin Islands

# Corporate Resolution

I, undersigned Secretary, hereby certify to FirstBank, that at a meeting of the Board of Directors of Nautilus, Inc. ("Corporation")

incorporated and existing under the laws of U.S. Virgin Islands called and duly held on the 5 day of April, 2012 the following Resolutions were duly adopted, and that the Resolutions have been entered upon the regular minute books of the Corporation, are in accordance with the By-Laws and are now in full force and effect.

RESOLVED:

The Officers of Corporation, or any one or more of them, are hereby authorized to open a bank account or accounts from time to time with FirstBank and its subsidiaries and affiliates (each being hereinafter referred to as "Bank") for and in the name of Corporation with such title or titles as he or they may designate.

The President, Secretary (Indicate by Title person(s) authorized, e.g., President, Treasurer, Bookkeeper, etc.)

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

and their successors and any other person hereinafter authorized by any means to sign on behalf of Corporation ("Authorized Person(s)") 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 Corporation 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 Corporation ("instructions").

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) if the actual or purported facsimile signature(s), regardless of how or by whom affixed, resembles the specimens filed with Bank by Corporation and other orders, DTCs, ACHs, and instructions, given singly by any Authorized Person. 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 Officer 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.

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 of Corporation without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.

The President (Indicate by Title person(s) authorized to effect Loans, Advances, etc., e.g., President, Vice President, Treasurer, etc.)

of Corporation, 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 Corporation from Bank (and guarantee on behalf of Corporation 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 Corporation, applications for letters of credit, instruments of guarantee and 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, Corporation 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 Corporation, 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 Corporation, 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 Corporation 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.

All loans, discounts and advances heretofore obtained on behalf of Corporation and all notes and other obligations or evidences thereof of Corporation held by Bank are hereby approved, ratified, and confirmed.

Corporation does hereby give to Bank a continuing lien for the amount of any and all liabilities and obligations of Corporation to Bank and claims of every nature and description of Bank against Corporation, 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 matter by Bank, whether contracted by Corporation alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured upon any and all moneys, securities and any and all other property of Corporation and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any matter to or from Bank, its correspondents or agents from or for Corporation, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way. Bank shall also have a right of set-off for the amount of the obligations, and Bank may at any time or times and without notice apply Corporation's deposits (general or special), Corporation's credits with Bank, or Corporation's claims against Bank, or any parts thereof, to such obligations and in such amounts as Bank may elect, although said obligations may be contingent or unmatured and whether any collateral therefore is deemed adequate or not.

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 Officer, 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.

Bank Virgin Islands is a Division of FirstBank Puerto Rico  
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# CONFIDENTIAL

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